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सं. 38] नई दिल्ली, शनिवार, सितम्बर 22, 1984/भाद्र 31, 1906
No. 38] NEW DELHI, SATURDAY, SEPTEMBER 22, 1984/BHADRA 31, 1906

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii) PART II—Section 3—Sub-section (ii)

(एक मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों द्वारा जारी किये गये सांविधिक आदेश और अधिसूचनाएँ
Statutory Orders and Notifications issued by the Ministries of the Government of India
(other than the Ministry of Defence)

वित्त मंत्रालय

MINISTRY OF FINANCE

(राजस्व विभाग)

(Department of Revenue)

नई दिल्ली, 22 सितम्बर, 1984

New Delhi, the 22nd September, 1984

सं. 239/84-सीमाशुल्क

NO. 239/84-CUSTOMS

का. प्रा. 2980.—केन्द्रीय सरकार, सीमाशुल्क अधिनियम, 1962 (1962 का 52) की धारा 7 के खंड (ख) और (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार के वित्त मंत्रालय (राजस्व और वीमा विभाग) की अधिसूचना सं. 104-सीमाशुल्क, तारीख 26 अगस्त 1972 में निम्नलिखित और संशोधन करती है, अर्थात् :-

S.O.2980.—In exercise of the powers conferred by clauses (b) and (c) of section 7 of the Customs Act, 1962 (52 of 1962), the Central Government hereby makes the following further amendment in the notification of the Government of India in the Ministry of Finance (Department of Revenue and Insurance) No. 104-Customs, dated the 26th August, 1972, namely:—

उक्त अधिसूचना में संलग्न सारणी में, क्रम संख्या 53 और उससे संबंधित प्रविष्टियों के पश्चात् निम्नलिखित क्रम संख्या और प्रविष्टियाँ अन्तःस्थापित की जायगी, अर्थात् :-

In the Table appended to the said notification, after Serial Number 53 and the entries relating thereto, the following Serial Number and entries shall be inserted, namely:—

1	2	3
"54	हामीमारा रेलवे स्टेशन	(क) गितालदा से हामीमारा तक और हामीमारा से भूतान तक जेगाव से होकर जाने वाली सड़क। (ख) गितालदा से हामीमारा से होकर बंगलादेश को जानेवाली रेल लाइन

1	2	3
"54	Hassimara Railway Station	(a) The Road from Gitaldah to Hassimara and Hassimara to Bhutan through Jaigaon. (b) The Railway line from Bangladesh passing through Gitaldah to Hassimara."

[फा. सं. 554/14/84-मूल. सी 1]
टी. एच. के. गोरी, प्रवर सचिव

[F. No. 554/14/84-L.C.I.]
T.H.K. GHOURI, Under Secy.

टिप्पणी: बंगलादेश से और को भूमि मार्ग से आयातित या निर्यातित किये जाने वाले माल का निकासी के प्रयोजन के लिये हामीमारा को एक भूमि सीमाशुल्क केन्द्र के रूप में घोषित करने के लिये अधिसूचना 104 सीमाशुल्क तारीख 26 अगस्त, 1972 का संशोधन किया गया है।

Note: This seeks to amend Notification No. 104/Customs dated the 26th August, 1972 so as to declare Hassimara also a Land Customs Station for the purpose of clearance of goods imported or to be exported by land from and to Bangladesh.

(आर्थिक तार्य विभाग)

(वैणिग प्रभाग)

नई दिल्ली, 25 अगस्त, 1984

का. आ. 2981.—बैंककारी विनियमन अधिनियम 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, केन्द्रीय सरकार भारतीय रिजर्व बैंक की सिफारिश पर एतद्द्वारा यह घोषणा करती है कि उक्त अधिनियम की धारा 10-ब की उपधारा (1) और (2) के उपबन्ध 14 जुलाई, 1984 से 13 अक्टूबर, 1984 तक की तीन महीने की अवधि के वास्ते या जब तक कि बैंक के नए प्रणालिक अध्यक्ष की नियुक्ति नहीं हो जाती, इनमें से जो भी पहले हो, मिराज स्टेट बैंक लि., मिराज पर लागू नहीं होंगे।

[संख्या 15/22/84-बी० ओ०-III]

म.ध.व. वैद्य, अवर सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 25th August, 1984

S.O. 2981.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendations of the Reserve Bank of India, hereby declares that the provisions of sub-sections (1) and (2) of section 10-B of the said Act, shall not apply to the Miraj State Bank Ltd., Miraj, for a period of 3 months from 14th July, 1984 to 13th October, 1984 or till the appointment of the next whole time Chairman of that bank, whichever is earlier.

[No. 15/22/84-B.O. III]

M. R. VAIDYA, Under Secy.

केन्द्रीय उत्पाद शुल्क एवं सीमा शुल्क सभाहलिय, मुख्य कार्यालय : मध्यप्रदेश

इन्दौर, 5 सितम्बर, 1984

अधिसूचना संख्या 8/84

का. आ. 2982.—श्री बी. एन. छत्रिया, अधीक्षक, केन्द्रीय उत्पाद शुल्क, समूह 'ख' का निधन दिनांक 31-7-84 का हो गया है।

[प. सं. II(3) 5-गोप/84]

एस. के. धर, समाहर्ता

Customs & Central Excise Collectorate Head Quarters Office, Madhya Pradesh

Indore, the 5th September, 1984

NOTIFICATION NO. 8/84

S.O. 2982.—Shri B. N. Chhabria, Superintendent Central Excise, Group 'B' expired on 31-7-84.

[C. No. II(3)5-Con/84]

S. K. DHAR, Collector

वाणिज्य मंत्रालय

नई दिल्ली, 22 सितम्बर, 1984

शुद्धि पत्र

कां.आ. 2983.—भारत के राजपत्र, भाग-II, खंड 3, उपखंड (ii) तारीख 12 मई, 1984 के पृष्ठ संख्या 1424-1426 पर प्रकाशित भारत सरकार के वाणिज्य मंत्रालय की अधिसूचना संख्या कां.आ. 1572, तारीख 12 मई, 1984 के पृष्ठ संख्या 1426 के उपखंड (घ) में,—

- (1) "विजिबल" के पर्याय "मोल्ड" जाड़े,
- (2) "से मुक्त और" के स्थान पर "किसी से भी मुक्त" पढ़ें।

[फाइल सं. 6(22)/74-ई आई एच ई पी]

एन.एस. हरिहरन, निदेशक

MINISTRY OF COMMERCE

New Delhi, the 22nd September, 1984

CORRIGENDUM

S.O. 2983.—In the notification of the Government of India, in the Ministry of Commerce No. S. O. 1572 dated 12th May, 1984, published in the Gazette of India, Part-II, Section 3, Sub-section (ii) dated 12th May, 1984 at pages Nos. 1424-1426, at page 1426, in sub-clause (d),—

- (i) after "visible" add "mould";
- (ii) for "free from and" read "free from any".

[F No. 6(22)/74-EI&EP]

N. S. HARIHARAN, Director

(संयुक्त मुख्य नियंत्रक, आयात-निर्यात का कार्यालय)

गुवाहाटी, 9 जुलाई, 1984

आदेश संख्या 15/84

का. आ. 2984.—सर्वश्री मिसंस इलेक्ट्रॉनिक्स 19, नरसिंह-पुरम स्ट्रीट, मद्रास-2 को रुपये 75,000 तक अप्रैल—मार्च 1983-84 के नीति पुस्तक के परिणाम 5, क्रम संख्या 422 में दर्शाई गयी "म.इ.को मोटर्स 6 बी." 300 संख्या/और 12 बी 2000 संख्या का आयात करने के लिए आयात लाइसेंस संख्या पी./एम./1951529/सी./एक्स एक्स/90/एम./83 दिनांक 20-3-84 जारी किया गया था। उपर्युक्त लाइसेंस की सीमाशुल्क प्रयोजनार्थ प्रति खो जाने के कारण उसकी अनुलिपिप्रति जारी करने के लिए लाइसेंस-धारी ने आवेदन किया है। लाइसेंसधारी से यह भी कहा गया है कि उपर्युक्त लाइसेंस किसी भी सीमाशुल्क प्राधिकारी से पंजीकृत करवाये बिना और उपयोग में लाये बिना खो दी गयी है।

आवेदक ने अपने तर्क के समर्थन में एक शपथ पत्र दाखिल किया है। अधोहस्ताक्षरी इस बात से संतुष्ट है कि लाइसेंस संख्या पी./एम./1951529/सी./एक्स एक्स/90/एम/83 दिनांक 20-3-84 की सीमाशुल्क प्रयोजनार्थ प्रति की मूल प्रति खो दी गयी है और आदेश देता है कि आवेदक को उपर्युक्त लाइसेंस की सीमाशुल्क प्रयोजनार्थ प्रति की अनुलिपि प्रति जारी किया जाए। लाइसेंस की सीमाशुल्क प्रयोजनार्थ प्रति की मूल प्रति एतद्वारा रद्द किया जाता है।

रुपये 75,000 के सीमाशुल्क प्रयोजनार्थ प्रति की अनु-

लिपि प्रति सख्या डी/2464836 दिनांक 28-6-84
अंलग जारी किया जाता है।

[सख्या आई टी सी/सम्पूरक/139/ए एम 84/ ए यू-3]

सी. जी. फेरनान्डज़, उप मुख्य नियंत्रक, आयात-निर्यात।

(Office of the Joint Chief Controller of Imports and Exports)

Madras, the 9th July, 1984

ORDER No 15/84

SO 2984—M/s Cisons Electronics, 19 Narasingapuram Street, Madras-2, were granted a licence No P/S/1951529/C/XX/90/M/83 dated 20-3-84 for Rs 75,000 for the import of "Micro Motors/6V"—300 Nos, and 12V—2000 Nos, figures in Appendix-5—SI No D-422 of April—March 1983 84 Policy Book. They have requested to issue a duplicate copy of Customs Purposes copy of the above said licence which has been lost by them. Further it has been stated by them that the licence has not been registered with any Customs authorities and has not been utilised at all.

In support of their contention the applicant has filed an affidavit. The undersigned is satisfied that the original Customs Purposes copy of licence No P/S/1951529/C/XX/90/M/83 dated 20-3-84 has been lost and directs that a duplicate copy of the said Customs Purposes copy of licence should be issued to them. The original Customs Purposes copy of licence is hereby cancelled.

A Duplicate Customs Purpose copy of licence No D2464836 dated 28-6-84 for Rs 75,000 has been issued separately.

[No ITC/Sup/139/A M 84/AU III]

C G FERNANDEZ, Dy Chief Controller of
Imports & Exports

खाद्य और नागरिक पूर्ति मन्त्रालय

(नागरिक पूर्ति विभाग)

नई दिल्ली, 28 अगस्त, 1984

का० आ० 2985 —नागरिक पूर्ति विभाग में आर्थिक
सलाहकार डा पी एन कोल ने 18 जुलाई, 1984 के

दोपहर के पहले से वायदा बाजार आयोग के सदस्य तथा
साथ ही अध्यक्ष का पद छोड़ दिया है।

2 अग्रिम सविदा (विनियमन) अधिनियम, 1952
(1952 का 74) की धारा 3 की उपधारा (2) द्वारा
प्रदत्त शक्तियाँ का प्रयोग करते हुए केन्द्रीय सरकार एतद्-
द्वारा श्री वेकट चारी, भारतीय प्रशासन सेवा (महा 64)
को 18 जुलाई 1984 के पूर्वानुज्ञ से, आगामी आदेशों तक,
वायदा बाजार आयोग, बंबई के सदस्य के रूप में नियुक्त
करती है तथा उन्हें आयोग का अध्यक्ष भी नामित करती
है।

[मिसिल सख्या ग-38011/1/84-प्रशा II]

ओ० पी० खेत्रपाल, अवर सचिव

MINISTRY OF FOOD AND CIVIL SUPPLIES

(Department of Civil Supplies)

New Delhi the 28th August, 1984

SO 2985—Dr P N Kaul, Economic Adviser in the
Department of Civil Supplies relinquished charge of the
post of Member as well as Chairman of the Forward Mar-
kets Commission, Bombay, on the forenoon of the 18th July,
1984

2 In exercise of the powers conferred by sub-section (2)
of Section 3 of the Forward Contracts (Regulation) Act,
1952 (74 of 1952), the Central Government hereby appoints
Shri Venkat Chary, IAS (MH 64) as a member of the
Forward Markets Commission, Bombay and also nominates
him to be the Chairman of the Commission, with effect
from the forenoon of the 18th July, 1984 until further orders

[File No A 38011/1/84-Estt II]

O P KHETRAPAL, Under Secy

भारतीय मानक सन्स्था

नई दिल्ली 28 अगस्त, 1984

का आ 2986—भारतीय मानक सन्स्था की ओर से एमवद्वारा अधिसूचित किया जाता है कि नीचे दी गई अनुसूची में स्वम्भ 2 और 3 व
दी विभिन्न वस्तुओं सम्बन्धी मुहर लगाने की फीस स्वम्भ 4 5 और 6 में उल्लेख के अनुसार पुनरीक्षित की गई है। मुहर लगाने की पुनरीक्षित फीस
की बारे प्रत्येक के आगे दी गई तिथियों से लागू होगी।

अनुसूची

क्रम संख्या	उत्पाद	आ मा संख्या	इकाई	मुहर लगाने की फीस की दर		भारत के राजपत्र भाग II खण्ड 3, उपखण्ड (II) में प्रकाशित होने का संदर्भ	जारी होने की तिथि	लागू होने की तिथि	
				प्रति इकाई रु प	इकाइयों के लिए	अधिकृत एस ओ संख्या	आधिकार रूप से समाधित एस ओ संख्या		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1	बिजली की हॉट प्लेट	IS 365 1965	एक अवयव	1 25	सभी	3555 1964-10-01	--	1964-10-10	1992-12-16
2	बिजली की इस्त्री	IS 366 1976	एक अवयव	0 60	पहली 7500 0 30 शेष	1842 1964-05-20	--	1964-05-30	वही-
3.	बिजली के जल हुबाक हीटर	IS 368-1977	एक अवयव	0 60	पहली 7500 0 30 शेष	3012 1961-12-12	--	1961-12-23	1982-12-16

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	10)
4.	बिजली के रेडिएटर	IS : 369-1965 एक अद्व	0.60 सभी	3489	1964-09-22	---	1964-10-03	1982-12-1	
5.	तीन पिन वाले प्लग और साकेट	IS : 1293-1967 100 अद्व	0.60 सभी	1293	1978-09-14	---	1978-09-30	1982-12-16	
6.	प्रतिदीप्ति लम्पो के लिए बैलास्ट	IS : 1534 (भाग I)-वही-1977	6.00 सभी	63	1963-12-21	---	1966-01-01	-वही-	
7.	अचल भंडारण टाइप बिजली के पानी के हीटर	IS : 2082-1978 एक अद्व	2.50 पहली 2500 1.50 अगली 5000 0.75 शेष	3317	1972-09-25	---	1972-10-21	-वही-	
8.	ज्वालासह बिजली की रोशनी के फिटिंग बैलास्ट और बल्कहेड टाइप	IS : 2206 (भाग 1)-1962 वही	0.75 पहली 10000 0.40 शेष	1163	1979-03-21	-	1979-04-07	1982-11-16	
9.	मोटर गाड़ियों के लिए बैटरी कॉयल बहन तंत्र में प्रयुक्त वाहन कॉयल	IS : 2325-1981 10 अद्व	0.75 सभी	2609	1977-08-02	---	1977-08-20	1983-02-01	
10.	बिजली कार्यों के लिए पी वी सी पीठ वाले शिप-केन वाले रोधन टैप	IS : 2248 (भाग 2)-1968 100 सल	0.25 पहली 50000 0.15 शेष	3057	1978-09-29	---	1978-10-21	1983-02-01	
11.	अल्प घनत्व पोलि इथाइलीन फिल्म	IS : 2508-1977 एक कि ग्रा	0.03 सभी	1631	1972-06-01	---	1972-07-08	1982-02-01	
12.	बिजली लगाने में प्रयुक्त सक्षत अधास्त्विक तार मलिया	IS : 2509-1973 100 मीटर	1.25 सभी	2237	1969-05-20	---	1969-06-07	1982-11-01	
13.	खानों की टोपियों के लिए बल्ब	IS : 2596-1980 100 बल्ब	1.00 सभी	718	1969-02-04	---	1969-02-22	1982-12-16	
14.	डी सी बिजली के बल्बिंग जनरेटर	IS : 2655-1975 एक अद्व	30.00 सभी	3882	1979-11-08	---	1979-12-01	1983-02-16	
15.	1000 घोल्ट से अनधिक बोल्टता के लिए खोल वार वितरण पयूज बोर्ड और कट आउट	IS : 2675-1966 वही	0.60 सभी	2915	1977-08-26	---	1977-09-17	1983-02-01	
16.	पी एच मीटर	IS : 2711-79 एक अद्व	6.00 सभी	617	1965-02-08	---	1965-02-20	1982-12-16	
17.	पावर सिस्टमों के लिए ग्राट कैपिसिटर	IS : 2834-1964 एक के बी ए आर	0.50 पहली 10000 0.25 अगली 20000 0.10 अगली 20000 0.05 शेष	2975	1981-09-30	---	1981-10-31	1982-04-01	

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
18.	टेक्सटाइल मोटरें करघा मोटरें	IS : 2972 (भाग एक 1)-1979	कि.वा.	0.30 पहली 20000 0.20 अगली 40000 0.10 शेष	3057	--	--	1978-10-21	1983-03-01
19.	टेक्सटाइल मोटरें धुनाई मोटरें	IS : 2972 (भाग वही 2)-1979		0.30 पहली 20000 0.20 अगली 40000 0.10 शेष	--	--	--	--	-वही-
20.	टेक्सटाइल मोटरें कलाई फ्रेम मोटरें	IS : 2972 (भाग वही 3)-1979		0.30 पहली 20000 0.20 अगली 40000 0.10 शेष	--	--	--	--	-वही-
21.	पावर प्रणालियों के बचाव के लिए थिजली के रिले	IS : 3231-1965 एक अद्व		0.50 सभी	--	2776 1972-07-25		1972-10-07	1983-03-01
22.	घरेलू और इसी प्रकार के कार्यों के लिए स्विच	IS : 3854-1966 100 अद्व		1.20 पहली 2500 0.60 शेष	1680 1971-04-07	--	--	1971-04-24	1982-12-16
23.	1000 वोल्ट एसी या 1200 वोल्ट डी सी से अनधिक वोल्टता के लिए एयरब्रेक स्विच, डिस्कनेक्टर, स्विच डिस्कनेक्टर और पयूज समवाय	IS : 4064 (भाग एक 1)-1978 अद्व		0.50 पहली 20000 0.25 शेष	2916 1977-08-26	--	--	1977-09-17	1982-11-01
24.	खनिज भरे खोलदार गरमाने वाले एफिमेट	IS : 4159-1976 एक अद्व		0.60 पहली 5000 0.30 अगली 10000 0.15 शेष	-- 1977-10-27	3541		1977-11-19	1982-12-16
25.	16 मिमी सुवाह्य ध्वनि और चित्र सिनेमा लेखी प्रोजेक्टर	IS : 4497-1977 एक अद्व		7.50 सभी	305 1974-02-02	--	--	1974-02-02	1983-01-01
26.	स्वचल वाहनों के लिए सुवाह्य जक, यांत्रिक और प्रचालित	IS : 4552-1968 एक जक		1.50 पहली 4000 0.75 शेष	1680 1971-04-07	--	--	1971-04-24	1982-12-16
27.	एक परिभासक वाले टेक्टी-फायर, लगे डी सी आर्क वेलिडिंग पावर स्रोत	IS : 4559-1968 एक अद्व		7.50 सभी	3859 1968-10-17	--	--	1968-11-02	1983-01-01
28.	स्विच साकेट आउटलेट (गैर अंतर्पार्शी प्रकार के)	IS : 4615-1968 100 अद्व		1.20 सभी	3057 1978-09-29	--	--	1978-10-21	1982-12-16
29.	उच्च मशीनी गुणों वाले हार्ड-मलकृत गोल वार्डिंग के तार	IS : 4800 (भाग एक 4) 1968 मीटरी टन		12.00 पहली 250 6.00 अगली 500 3.00 शेष		2328 1969-05-29		1969-06-14	1983-02-01

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
30.	उच्च तापमानों के लिए इस्तेमाल-कृत गोल बॉई-टंग के तार	IS : 4800 (भाग 5)-1968	भाग एक मीटर टन	12.00 पहली 250 6.00 अगली 500 3.00 शेष		--	--	--	1983-03-01
31.	180 सूक्ष्म तापमान वाले इलेक्ट्रिक मलकृत गोल वाइडिंग के तार	IS : 4800 (भाग 9)-1968	वही	12.00 पहली 250 6.00 अगली 500 3.00 शेष		--	--	--	वही-
32.	अपकेन्द्रीय पंखे	IS : 4849-1968	एक पंखा	2.50 पहली 1000 1.50 शेष	3057 1978-09-29	--	--	1978-10-21	1982-08-16
33.	खनिकी की टोपी बलियाँ	IS : 5679-1970	एक अवयव	0.30 पहली 20000 0.20 शेष		--	2582 1974-09-23	1974-10-05	1983-01-16

[सं. सी.एम.डी./13:10]

INDIAN STANDARDS INSTITUTION

New Delhi, the 28th August, 1984

S.O. 2936.—The Indian Standards Institution, hereby notifies that the marking fees pertaining to various products referred to in Col. 2 and 3 of the following Schedule have been revised as mentioned in Col. 4, 5 and 6 thereof. The revised rate of marking fees shall come into force with effect from the dates shown against each.

SCHEDULE

Sl. No.	Product	IS : No.	Unit	Marking Fee Rate		Reference to Govt. of India Gazette Notification Part-II, Section-3, Sub-section (ii)	Date of Issue	Date of Effect
				Per Unit Rs. P.	For Unit			
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	Electric hot plates	IS : 365-1965	One Piece	1.25	All	3555 1964-10-01	--	1964-10-10 1982-12-16
2.	Electric iron	IS : 366-1976	-do-	0.60	First 7500 0.30 Remaining	1842 1964-05-20	--	1964-05-30 -do-
3.	Electric immersion water heaters	IS : 368-1977	-do-	0.60	First 7500 0.30 Remaining	3012 1961-12-12	--	1964-12-23 -do-
4.	Electric radiators	IS : 369-1965	-do-	0.60	All	3489 1964-09-22	--	1964-10-03 -do-
5.	Three-pin plugs and socket outlets	IS : 1293-1967	100 Pieces	0.60	All	1293 1978-09-14	--	1978-09-30 -do-
6.	Ballasts for fluorescent lamps	IS : 1534 (Pt I)-1977	-do-	6.00	All	63 1965-12-21	--	1966-01-01 -do-
7.	Stationary storage type electric water heaters	IS : 2082-1978	One Piece	2.50 1.50 0.75	First 2500 Next 5000 Remaining	3317 1972-09-25	--	1972-10-21 -do-
8.	Flameproof electric lighting fittings well-glass and bulkhead type	IS : 2206 (Pt I)-1962	-do-	0.75 0.40	First 10000 Remaining	1163 1979-03-21	--	1979-04-07 1982-11-16
9.	Ignition coils for battery-coil ignition system for automobiles	IS : 2325-1981	10 Pieces	0.75	All	2609 1977-08-02	--	1977-08-20 1983-02-01

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
10. Adhesive insulating tapes with PVC substrates for electrical purposes	IS : 2448 (Pt II) -1968	100 Rolls	0.25 0.15	First 50000 Remaining	3057 1978-09-29	—	1978-10-21	1983-02-01	
11. Low density polyethylene films	IS : 2508-1977	One kg	0.03	All	—	161 1972-06-01	1972-07-08	1982-02-01	
12. Rigid non-metallic conduits for electrical insulation	IS : 2509-1973	100 Metre	1.25	All	—	2237 1969-05-20	1969-06-07	1982-11-01	
13. Bulbs for miners cap lamps	IS : 2596-1980	100 bulbs	1.00	All	718 1969-02-04	—	1969-02-22	1982-12-16	
14. DC electric welding generators	IS : 2635-1975	One Piece	30.00	All	3882 1979-11-08	—	1979-12-01	1983-02-16	
15. Enclosed distribution fuse boards and cutouts for voltages not exceeding 1000 volts	IS : 2675-1966	-do-	0.60	All	2915 1977-08-26	—	1977-09-17	1983-02-01	
16. PH meters	IS : 2711-1979	One Piece	6.00	All	617 1965-02-08	—	1965-02-20	1982-12-16	
17. Shunt capacitors for power systems	IS : 2834-1964	One KVAR	0.50 0.25 0.10 0.05	First 10000 Next 20000 Next 20000 Remaining	2975 1981-09-30	—	1981-10-31	1982-04-01	
18. Textile motors-Loom motors	IS : 2972 (Pt I)-1979	One kW	0.30 0.20 0.10	First 20000 Next 40000 Remaining	3057 1978-09-29	—	1978-10-21	1983-03-01	
19. Textile motors card motors	IS : 2972 (Pt II)-1979	-do-	0.30 0.20 0.10	First 20000 Next 40000 Remaining	—	—	—	-do-	
20. Textile motors-spinning frame motors	IS : 2972 (Pt III)-1979	-do-	0.30 0.20 0.10	First 20000 Next 40000 Remaining	—	—	—	-do-	
21. Electrical relays for power system protection	IS : 3231-1965	One Piece	0.50	All	—	2776 1972-07-25	1972-10-07	1983-03-01	
22. Switches for domestic and similar purposes	IS : 3854-1966	100 Pieces	1.20 0.60	First 2500 Remaining	1630 1971-04-07	—	1971-04-24	1982-12-16	
23. Air-break switches, disconnectors, switch-disconnectors, and fuse combinations for voltages not exceeding 1000 V AC or 1200 V DC	IS : 4064 (Pt-I)-1978	One	0.50 0.25	First 20000 Remaining	2916 1977-08-26	—	1977-09-17	1982-11-01	
24. Mineral filled sheathed heating elements	IS : 4159-1976	-do-	0.60 0.30 0.15	First 5000 Next 10000 Remaining	—	3541 1977-10-27	1977-11-19	1982-12-16	
25. 16mm portable sound and picture cinematograph projectors	IS : 4497-1977	One Piece	7.50	All	305 1974-01-18	—	1974-02-02	1983-01-01	
26. Portable jacks for automobiles, mechanical and hydraulic	IS : 4552-1968	One Jack	1.50 0.75	First 4000 Remaining	1680 1971-04-07	—	1971-04-24	1982-12-16	
27. Single operator rectifier type DC arc welding power source	IS : 4559-1968	One Piece	7.50	All	3859 1968-10-17	—	1968-11-02	1983-01-01	
28. Switch socket outlets (non-interlocking type)	IS : 4615-1968	100 Pieces	1.20	All	3057 1978-09-29	—	1978-10-21	1982-12-16	





(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
29. Enamelled round winding wires with high mechanical properties	IS : 4800 (Pvt IV) —1968	One Tonne	12.00 First 250 6.00 Next 500 3.00 Remaining	—	2328	1969-06-14	1983-02-01		
30. Enamelled round winding wires for elevated temperatures	IS : 4800 (Pt V) 1968	-do-	12.00 First 250 6.00 Next 500 3.00 Remaining	—	do-	-do-	-do-		
31. Enamelled round winding wires with temperature index 180	IS : 4800 (Pt IX) 1968	-do-	12.00 First 250 6.00 Next 500 3.00 Remaining	—	—	—	-do-		
32. Centrifugal fans	IS : 4894—1968	One Fan	2.50 First 1000 1.50 Remaining	3057	1978-09-29	1978-10-21	1982-08-16		
33. Miners cap lamps	IS : 5679—1970	One Piece	0.30 First 20000 0.20 Remaining	—	2582	1974-10-05	1983-01-16		

[No. CMD/13 : 10]

का. प्रा. 2987.—भारतीय मानक संस्था (प्रमाणन चिह्न) विनियम 1955 के नियम 4 के उपनियम (1) के अनुसार भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि जिन मानक चिह्नों के डिजाइन, शब्दिक विवरण तथा तत्संबंधी भारतीय मानक के शीर्षक सहित नीचे अनुसूची में दिये गये हैं वे भारतीय मानक संस्था द्वारा निर्धारित किए गए हैं।

ये मानक चिह्न भारतीय मानक संस्था (प्रमाणन चिह्न) अधिनियम 1952 और इसके अधीन बने नियमों तथा विनियमों के निमित्त प्रत्येक के प्रागे दी गई तारीखों के अनुसार लागू होंगे।

अनुसूची





क्रम सं.	मानक चिह्न की डिजाइन	उत्पाद/उत्पाद की श्रेणी	तत्संबंधी भारतीय मानक की संख्या और शीर्षक	मानक चिह्न की डिजाइन का शब्दिक विवरण	लागू होने की तिथि
1	2	3	4	5	6
1. IS : 750—76		हथकरघे की सूती लुगियां	IS : 750—1976 हथकरघे की सूती लुगियों की विशिष्टि (पहला पुनरीक्षण)	भारतीय मानक संस्था का मोनोग्राम जिसमें ISI शब्द होते हैं स्तम्भ 2 में दिखाई गई शैली और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है मोनोग्राम के ऊपर की ओर भारतीय मानक की पद संख्या तथा वर्ष अंकित किया गया है।	1982-03-16
2. IS : 1718		सूती तकड़ों के फीते	IS : 1718—1970 सूती तकड़ों के फीते की विशिष्टि (पहला पुनरीक्षण)	भारतीय मानक संस्था का मोनोग्राम जिसमें ISI शब्द होते हैं, स्तम्भ 2 में दिखाई गई शैली और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है मोनोग्राम के ऊपर की ओर भारतीय मानक की पद संख्या अंकित की गई है।	1983-12-01
3. IS : 9138—79		एजोटेबेक्टर कोस्कोम टीके	IS : 9138—1979 एजोटेबेक्टर कोस्कोम टीके की विशिष्टि	भारतीय मानक संस्था का मोनोग्राम जिसमें ISI शब्द होते हैं, स्तम्भ 2 में दिखाई गई शैली और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है मोनोग्राम के ऊपर की ओर भारतीय मानक की पद संख्या तथा वर्ष अंकित किया गया है।	1980-08-16
4. IS : 9484		लीफ स्प्रिंग के लिए मथ कास्को	IS : 9484—1980 लीफ स्प्रिंग के लिए मथ कास्को की विशिष्टि	भारतीय मानक संस्था का मोनोग्राम जिसमें ISI शब्द होते हैं, स्तम्भ 2 में दिखाई गई शैली और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है मोनोग्राम के ऊपर की ओर भारतीय मानक की पद संख्या अंकित की गई है।	1983-07-01

[स. सी. एम. जी / 13 : 9]

S. O. 2987.—In pursuance of sub-rule (1) of rule 4 of the Indian Standards Institution (Certification Marks) Rules, 1955 the Indian Standards Institution, hereby, notifies that the Standard Mark(s), design(s) of which together with the verbal description of the design(s) and the title(s) of the relevant Indian Standard(s) are given in the Schedule hereto annexed, have been specified.

These Standard Mark(s) for the purpose of the Indian Standards Institution (Certification Marks) Act, 1952 and the Rules and Regulations framed there under, shall come into force with effect from dates shown against each:

SCHEDULE

Sl. No.	Design of the Standard Mark	Product/Class of Product	No. and Title of the Relevant Indian Standard	Verbal description of the Design of the Standard Mark	Date of Effect
(1)	(2)	(3)	(4)	(5)	(6)
1.		Handloom cotton lungies	IS : 750-1976 Specification for handloom cotton lungies (first revision)	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col (2); the number of the Indian Standard, alongwith its year, being superscribed on the top side of the monogram as indicated in the design.	1982-03-16
2.		Cotton spindle tapes	IS : 1718-1970 Specification for cotton spindle tapes (first revision)	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col (2); the number of the Indian standard being superscribed on the top side of the monogram as indicated in the design.	1983-12-01
3.		Azotobacter chroococcum inoculants	IS : 9138-1979 Specification for azotobacter chroococcum-inoculants	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col (2); the number of the Indian Standard, alongwith its year, being superscribed on the top side of the monogram as indicated in the design.	1980-08-16
		Centre bolts for leaf springs	IS : 9484-1980 Specification for centre bolts for leaf springs	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col (2); the number of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.	1983-07-01

[No. CMD/ 13 : 9]

का. भा. 2988.—भारतीय मानक संस्था (प्रमाणन विभाग) विनियम 1955 के विनियम 7 के उपविनियम (3) के अनुसार भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि नीचे अनुसूची में दिए गए विभिन्न वस्तुओं का प्रति इकाई मुद्र लगाने की फीस अनुसूची में दिए गए बयानों के अनुसार निर्धारित की गई है। यह फीस प्रत्येक के आगे की गई तिथियों से लागू होंगी।

अनुसूची

क्रम स.	उत्पाद/उत्पाद की श्रेणी	संबंधी भारतीय मानक संस्था व शीर्षक	की इकाई	प्रति इकाई मुद्र लगाने की फीस	लागू होने की तिथि
1	2	3	4	5	6
1	हथकरघे की सूती बुनिया	IS : 750—1976 हथकरघे की सूती बुनियों की विशिष्टि (पहला पुनरीक्षण)	1 मी 2	1 एक पैसा प्रति इकाई पहली 400000 इकाइयों के लिए, और 2. आधा पैसा प्रति इकाई 400001वीं इकाई और इससे ऊपर की इकाइयों के लिए	1982-03-16
2	सूती तकियों के फीसे	IS : 1718—1970 सूती तकियों के फीसों की विशिष्टि (पहला पुनरीक्षण)	एक रोल 100 मी०	10 पैसे प्रति इकाई पहली 50000 इकाइयों के लिए और 2. IS पैसे प्रति इकाई 50001वीं इकाई और इससे ऊपर की इकाइयों के लिए	1983-12-01
3	वीथ मिश्रण के लिए मध्य काबले	IS : 9484—1980 लीफ स्प्रिंग के लिए मध्यकाबलों की विशिष्टि	एक मीटरी टन	1. 50 रु.	1983-07-01

[सं. सी.एम.सी. 13 : 10]

S.O. 2984.—In pursuance of sub-regulation (3) of regulation 7 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution, hereby, notifies that the marking fee(s) per unit for various products details of which are given in the Schedule hereto annexed, have been determined and the fee(s) shall come into force with effect from the dates shown against each:

SCHEDULE

Sl. Product/Class of Product No.	No. and Title of Relevant Indian Standard	Unit	Marking Fee per Unit	Date of Effect
(1)	(2)	(3)	(5)	(6)
1. Handloom cotton lungies	IS : 750—1976 Specification for handloom cotton lungies (first revision)	1m2	(i) One paise per unit for the first 400000 units; and (ii) Half Paise per unit for the 400001st unit and above	1982-03-16
2. Cotton spindle tapes	IS : 1718—1970 Specification for cotton spindle tapes (first revision)	One Roll (100 Metres)	(i) 10 Paise per unit for the first 50000 units; and (ii) 5 Paise per unit for the 50001st unit and above	1983-12-01
3. Centre bolts for leaf springs	IS : 9484—1980 Specification for centre bolts for leaf springs.	One Tonne	Rs. 1.50	1983-07-01


[No. CMD/13 : 10]

नई दिल्ली, 30 अगस्त, 1984

का. प्रा. 2989.—भारत के राजपत्र भाग II खंड 3 उपखंड (ii) दिनांक 1965-08-28 में प्रकाशित नस्कापीन उद्योग एवं आपूर्ति मंत्रालय (उद्योग विभाग) (भारतीय मानक संस्था) अधिसूचना संख्या एस ओ 2670 दिनांक 1965-08-09 का आंशिक रूप में संशोधन करते हुए भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि जस्तीकृत इस्पात के तार की मानक चिह्न की डिजाइन का संशोधन किया गया है। मानक चिह्न की संशोधित डिजाइन उसके शाब्दिक विवरण और सम्बन्धी भारतीय मानक के शीर्षक सहित नीचे अनुसूची में दी गई है।

भारतीय मानक संस्था (प्रमाणन चिह्न) अधिनियम 1952 और इसके अधीन बने नियमों तथा विनियमों के कार्यों के लिए यह मानक चिह्न 1982-04-01 से लागू होगी।

अनुसूची

क्रम संख्या	मानक चिह्न की डिजाइन	उत्पाद/उत्पाद की श्रेणी	त सम्बन्धी भारतीय मानक की संख्या और शीर्षक	मानक चिह्न की डिजाइन का शाब्दिक विवरण
(1)	(2)	(3)	(4)	(5)
1.		टेलीग्राफ और टेलीफोन कार्यों के लिए जस्तीकृत इस्पात के तार	IS 279—1981 टेलीग्राफ और टेलीफोन कार्यों के लिए जस्तीकृत इस्पात के तार की विशिष्टि (सीसरा पुनरीक्षण)	भारतीय मानक संस्था का मोनोग्राम जिसमें 'ISI' शब्द होते हैं स्तम्भ (2) में दिखाई गई शैली और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर भारतीय मानक की पदसंख्या और वर्ष प्रकट किया गया है।


[सं. सी एम डी 13 : 9]

New Delhi, the 30th August, 1984

S.O. 2989.—In partial modification of the then Ministry of Industry & Supply (Department of Industry) (Indian Standards Institution) notification number S.O. 2670 dated 1965-08-09 published in the Gazette of India, Part-II Section-3, sub-section (ii) dated 1965-08-28, the Indian Standard Institution, hereby, notifies that the design of the Standard Mark for galvanized steel wire has been revised. The revised design of the Standard Mark together with the title of the relevant India Standard and verbal description of the design is given in the following Schedule.

This Standard Mark for the purpose of the Indian Standards Institution (Certification Marks) Act, 1952 and the Rules and Regulations framed thereunder, shall come into force with effect from 1982-04-01 :

SCHEDULE


Sl. No.	Design of the Standard Mark	Product/Class of Product	No. and Title of the Relevant Indian Standard	Verbal description of the Design of the Standard Mark
(1)	(2)	(3)	(4)	(5)
1.		Galvanized steel wire for telegraph and telephone purposes	IS : 279—1981 Specification for galvanized steel wire for telegraph and telephone purposes (third revision).	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col (2); the number of the Indian Standard, alongwith its year, being superscribed on the top side of the monogram as indicated in the design.

[No. CMD/13 : 9]

का. भा. 2990.—भारत के राजपत्र भाग II, खंड 3 उपखंड (ii), दिनांक 1981-05-16 में प्रकाशित तत्कालीन नागरिक पूर्ति मंत्रालय (भारतीय मानक संस्था) अधिसूचना संख्या एसओ 1496 दिनांक 1981-04-23 का आशिक रूप से संशोधन करते हुए भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि कपड़े धोने के अपमार्जक साबुन की छड़ों की मानक चिह्न की डिजाइन में संशोधन किया गया है। मानक चिह्न की डिजाइन उसके शाब्दिक विवरण और तत्सम्बन्धी भारतीय मानक के शीर्षक सहित नीचे अनुसूची में दी गई है।

भारतीय मानक संस्था (प्रमाणन चिह्न) अधिनियम 1952 और इसके अधीन बने नियमों तथा विनियमों के कार्यों के लिए ये मानक चिह्न 1983-06-16 से लागू होंगी :

अनुसूची


क्रम संख्या	मानक चिह्न की डिजाइन	उत्पाद/उत्पाद की श्रेणी	तत्सम्बन्धी भारतीय मानक की संख्या और शीर्षक	मानक चिह्न की डिजाइन का शाब्दिक विवरण
(1)	(2)	(3)	(4)	(5)
1.		घरों में कपड़े धोने के अपमार्जक की छड़ें	IS : 8180—1982 घरों में कपड़े धोने की अपमार्जक की छड़ों की विशिष्टि (पहला पुनरीक्षण)	भारतीय मानक संस्था का मोनोग्राम जिसमें 'ISI' गढ़द होते हैं स्तम्भ (2) में दिखाई गई शैली और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है, मोनोग्राम के ऊपर की ओर भारतीय मानक की पं. संख्या दी गई है।

[सं. सी.एम.डी 13 : 9]

S.O. 2990:—In partial modification of the Ministry of Civil Supplies (Indian Standards Institution) notification number (S.O. 1496 dated 1981-04-23 published in the Gazette of India, Part-II, Section-3, Sub-Section (2) dated 1981-5-16, the Indian Standards Institute hereby notifies that the design of the Standard Mark for laundry detergent bars has been revised. The revised design of the Standard Mark together with the title of the relevant Indian Standard and verbal description of the design is given in the following Schedule.

This Standard Mark for the purpose of the Indian Standards Institution (Certification Marks) Act, 1952 and the Rules and Regulations framed thereunder, shall come into force with effect from 1983-06-16;

SCHEDULE


Sl. No.	Design of the Standard Mark	Product/Class of Product	No. & Title of the Relevant Indian Standard	Verbal Description of the Design of the Standard Mark
1	2	3	4	5
1.		Household laundry detergent bars	IS:8180-1982 Specification for household laundry detergent bars (First Revision)	The monogram of the Indian Standards Institution, consisting of letters 'ISI' drawn the exact style and relative proportion as indicated in Col (2) the number of the Indian standard being superscribed on the top side of the monogram as indicated in the design.

[No. CMD/13:9]

का. भा. 2991.—भारत के राजपत्र भाग II, खंड 3, उपखंड (ii) दिनांक 1981-09-05 में प्रकाशित तत्कालीन नागरिक पूर्ति मंत्रालय (भारतीय मानक संस्था) अधिसूचना संख्या एसओ 2307 दिनांक 1981-08-13 अधिसूचना करते हुए भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि कपड़े धोने के अपमार्जक पाउडर मानक चिह्न की डिजाइन का संशोधन किया गया है। मानक चिह्न की संशोधित डिजाइन उसके शाब्दिक विवरण और तत्सम्बन्धी भारतीय मानक के शीर्षक सहित नीचे अनुसूची में दी गई है।

भारतीय मानक संस्था प्रमाणन चिह्न अधिनियम 1952 और इसके अधीन बने नियमों तथा विनियमों के कार्यों के लिए ये मानक चिह्न दिनांक 1983-07-01 से लागू होंगी :

अनुसूची


क्रम सं. मानक चिह्न की डिजाइन संख्या	उत्पाद/उत्पाद की श्रेणी	तत्सम्बन्धी भारतीय मानक की संख्या और शीर्षक	मानक चिह्न की डिजाइन का शाब्दिक विवरण
(1)	(2)	(3)	(4)
1.		घरों में कपड़े धोने का अपमार्जक पाउडर IS : 1955—1982 घरों में कपड़े धोने के अपमार्जक पाउडर की विशिष्टि (द्विमा पुनरीक्षण)	भारतीय मानक संस्था का मोनोग्राम जिसमें 'ISI' शब्द होते हैं स्तम्भ (2) में दिखाई गई शैली और अनुपात में तैयार किया गया है, और जैसा डिजाइन में दिखाया गया है मोनोग्राम के ऊपर की ओर भारतीय मानक की पद संख्या दी गई है।

[सं. सी एम डी 13 : 9]

S.O. 2991.- In supersession of the then Ministry of Civil Supplies (Indian Standards Institution) notification number S.O. 2307 dated 1981-08-13 published in the Gazette of India, Part-II, Section-3, Subsection (ii) dated 1981-09-05, the Indian Standards Institution, hereby notifies that the design of the Standard Mark for laundry detergent powders has been revised. The revised design of the Standard Mark, together with the title of the relevant Indian Standard and verbal description of the design is given in the following Schedule.

This Standard Mark for the purpose of the Indian Standard Institution (Certification Marks) Act, 1952 and the Rules and Regulations framed thereunder, shall come into force with effect from 1983-07-01:

SCHEDULE


Sl. No.	Design of the Standard Mark	Product/Class of Product	No. & Title of the Relevant Indian Standard	Verbal Description of the Design of the Standard Mark.
1	2	3	4	5
1		Household laundry detergent powders	IS:4955-1982 Specification for household laundry detergent powders (second revision)	The monogram of the Indian Standards Institution, consisting of letters 'ISI' drawn in the exact style and relative proportions as indicated in Col (2); the number of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.

[No. CMD/13 : 9]

का. आ. 2992.—भारत के राजपत्र भाग II, खंड अण्ड (ii) दिनांक 1982-11-20 में प्रकाशित तत्सम्बन्धी नागरिक पूर्ति मंत्रालय (भारतीय मानक संस्था) अधिसूचना संख्या एनओ 3834 दिनांक 1982-10-21 का शाश्विक रूप में अधिकरण करने हुए भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि भक्तिचालित धोने की मानक चिह्न की डिजाइन में संशोधन किया गया है। मानक चिह्न की यह संशोधित डिजाइन, शाब्दिक विवरण और तत्सम्बन्धी भारतीय मानक के शीर्षक सहित नीचे अनुसूची में दी गई है।

भारतीय मानक संस्था (प्रमाणन चिह्न) अधिनियम 1952 और इसके अधीन बने नियमों और विनियमों के कार्यों के लिए यह मानक चिह्न 1983-07-01 से लागू होगी:

अनुसूची


क्रम सं.	मानक चिह्न की डिजाइन संख्या	उत्पाद/उत्पाद की श्रेणी	तत्सम्बन्धी भारतीय मानक की संख्या और शीर्षक	मानक चिह्न की डिजाइन का शाब्दिक विवरण
(1)	(2)	(3)	(4)	(5)
1.		भक्तिचालित धोने की सामान्य तथा बचाव सम्बन्धी अपेक्षाएँ	IS : 9020—1979 पावर धोने की सामान्य तथा बचाव सम्बन्धी अपेक्षाओं की विशिष्टि	भारतीय मानक संस्था का मोनोग्राम जिसमें "ISI" शब्द होते हैं स्तम्भ (2) में दिखाई गई शैली और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया है उस मोनोग्राम के ऊपर की ओर भारतीय मानक की पदसंख्या दी गई है।

[सं. सी एम डी 13 : 9]

S.O. 2992.—In partial modification of the then Ministry of Civil Supplies (Indian Standards Institution) notification number S.O. 3834 dated 1982-10-21 published in the Gazette of India, Part-II, section-3, Sub-Section (ii) dated 1982-11-20, the Indian Standard Institution, hereby, notifies that the design of the Standard Mark for power thresher has been revised. The revised design of the Standard Mark together with the title of the relevant Indian Standard and verbal description of the design is given in the following schedule.

This Standard Mark for the purpose of the Indian Standard Institution (Certification Marks) Act, 1952 and the Rules, and Regulations framed thereunder, shall come into force with effect from 1983-07-01:

SCHEDULE

Sl. Design of the No. Standard Mark	Product/Class of Product	No. & Title of the Relevant Indian Standard	Verbal Description of the Design of the Standard Mark
1	2	3	4
1. IS:9020 	General and Safety requirements for power threshers	IS-9020-1979 Specification for general and safety requirements for power threshers	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col (2), the number of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.

[No. CMD/13 : 9]

का. आ. 2993.—समय-समय पर संशोधित भारतीय मानक संस्था प्रमाणन विहित विनियम, 1955 के विनियम 14 के उपविनियम (4) के अनुसार भारतीय मानक संस्था की ओर से एन्ड अधिसूचित किया जाता है कि लाइसेंस संख्या सी एम/एल-1090 739 और 1093644 जिसके व्योरे नीचे अनुसूची में दिए गये हैं लाइसेंसधारी के अपने अनुरोध पर 1 अप्रैल 1984 से रद्द कर दिया गया है।

अनुसूची

क्रम	लाइसेंस संख्या और विनाक संख्या	लाइसेंसधारी का नाम और पता	रद्द किए गए लाइसेंस के अधीन बस्तु/प्रक्रिया	सम्बद्ध भारतीय मानक
1	2	3	4	5
1.	सी एम एल-1090739	मेसर्स सुपर इंडस्ट्रीज सी-1/289 जी आई सी सी नरोदा-382530 (अहमदाबाद)	मालाथियान 50% ई सी पायसनीय सान्द्र	IS : 2567--1978 मालाथियान पायसनीय सान्द्र की विशिष्टि (दूसरा पुनरीक्षण)
2.	सी एम एल-1093644	मेसर्स सुपर इंडस्ट्रीज सी-1/289 जी आई सी सी नरोदा-382530 (अहमदाबाद)	कार्बाराइल धूला पाउडर 5%	IS : 7122--1973 कार्बाराइल धूला पाउडर की विशिष्टि

[सी एम डी 55 : 10907 और 10936]

ए. एस. चीमा, अपर महानिदेशक

S.O. 2993.—In pursuance of sub-regulation (4) of regulation 14 of the Indian Standards Institution (Certification Marks) Regulation 1955 as amended from time to time, the Indian Standards Institution hereby notifies that licences No. CM/L-1090739 1093644 particulars of which are given below have been cancelled with effect from 1984-04-01 as the licensee has surrendered these licences.

SCHEDULE

Sl. Licence No. & date No.	Name and address of the licensee	Article/Process Covered by the licence cancelled	Relevant Indian Standards
1	2	3	4
1. CM/L-1090739	M/s. Super Industries, C-1/289, GJDC, Naroda-382530 (Ahmedabad)	Malathion 50% EC	IS:2567-1978 Specification for Malathion Emulsifiable Concentrates. (Second Revision).
2. CM/L-1093644	-do-	Carbaryl 5% DP	IS:7122-1973 Specification for Carbaryl Dusting Powders.

[CMD/No.55-10907 & 10936]

A.S. CHEEMA, Addl. Director General

स्वास्थ्य और परिवार कल्याण मंत्रालय

नई दिल्ली, 24 अगस्त, 1984

का. आ. 2994.—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में स्वास्थ्य सेवा महानिदेशालय के अधीन नियुक्तिस्थ कार्यालयों को, जिनके कर्मचारी शुद्ध ने हिन्दी का कार्यभाषक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है:—

1. लेडी हार्डिंग मेडिकल कालेज एवं श्रीमती सुबेना कृपलानी अस्पताल, नई दिल्ली।

2. सहायक भ्रूणध नियंत्रक (भारत) का कार्यालय, यू. कस्टम हाउस, ब्लाक 'इस्टेट', फोर्ट, बम्बई।

3. जन्म-मरण सांख्यिकी मॉडल एकक, मॉरी लाइन-2, सीताबुल्ला, नागपुर-12

4. केन्द्रीय सरकार स्वास्थ्य योजना, (मुख्यालय) नई दिल्ली।

[संख्या ई. 11012/8/84-रा. भा. कार्य.]

एस. के. सुधाकर, संयुक्त सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

New Delhi, the 24th August, 1984

S.O. 2994.—In pursuance of sub-rule (4) of rule 10 of the Official Language (Use for Official Purposes of the Union) Rules, 1976 the Central Government hereby notifies the following Offices under the administrative control of Directorate General of Health Services, the staff whereof have acquired the working knowledge of Hindi :—

1. Lady Harding Medical College & Smt. Sucheta Kriplani Hospital, New Delhi.

2. Office of the Asstt. Drugs Controller (India), New Customs House, Ballard Estate, Fort, Bombay.

3. Vital Statistics Model Unit, Modi Line 2, Sitabuldi, Nagpur.

4. Central Government Health Scheme (Headquarter) New Delhi.

[E. 11012/8/84-O.L.I.]

S. K. SUDHAKAR Jt. Secy.

संस्कृति विभाग

(भारतीय पुरातत्व सर्वेक्षण)

नई दिल्ली, 5 सितम्बर, 1984

(पुरातत्व)

का. आ. 2995.—केन्द्रीय सरकार की यह राय है कि इससे उपान्वष्ट अनुसूची में विनिर्दिष्ट प्राचीन संस्मारक राष्ट्रीय महत्व के हैं ;

अतः, अब, केन्द्रीय सरकार, प्राचीन संस्मारक तथा पुरातत्वीय स्थल और अवशेष अधिनियम, 1958 (1958 का 24) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त प्राचीन संस्मारक को राष्ट्रीय महत्व का घोषित करने के अपने आशय की दो मास की सूचना देती है ;

ऐसे आक्षेप पर, जो इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से दो मास की अवधि के भीतर उक्त प्राचीन संस्मारकों में हितवद् किसी व्यक्ति से प्राप्त होगा, केन्द्रीय सरकार विचार करेगी ।

अनुसूची

राज्य	जिला	तहसील	अवस्थान	संस्मारक का नाम	संरक्षण के अधीन सम्मिलित किए जाने वाले राजस्व प्लॉट संख्यांक
1	2	3	4	5	6
उड़ीसा	कटक	बिम्बरपुर	रत्नागिरि ग्राम	धर्म महाकाल मंदिर	सर्वेक्षण प्लॉट सं. 843, 844, 845, और 846
क्षेत्र	सीमाएं	स्वामित्व	टिप्पण		
7	8	9	10		
0.90 हेक्टर	उत्तर : सर्वेक्षण प्लॉट सं. 399 पूर्व : सर्वेक्षण प्लॉट सं. 3154 दक्षिण : सर्वेक्षण प्लॉट सं. 699 पश्चिम : सर्वेक्षण प्लॉट सं. 841, 842 848 और 851	प्राइवेट	—		

[सं. 2/23/84-संस्मारक]

DEPARTMENT OF CULTURE

(Archaeological Survey of India)

New Delhi, the 5th September, 1984

(Archaeology)

S.O. 2995.—Whereas the Central Government is of the opinion that the ancient monument specified in the Schedule annexed hereto is of national importance;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958) the Central Government hereby gives two months' notice of its intention to declare the said ancient monument to be of national importance.

Any objection which may be received within a period of two months from the date of publication of this notification in the Official Gazette from any person interested in the said ancient monument will be taken into consideration by the Central Government.

SCHEDULE

State	District	Tehsil	Locality	Name of monument	Revenue plot numbers to be included under protection	Area	Boundaries	Ownership	Remarks
1	2	3	4	5	6	7	8	9	10
Orissa	Cuttack	Bindharpur	Village Ratnagiri	Dharma Mahakal Temple	Survey plot Nos. 843, 844, 845 and 846	0.90 Acres	North.—Survey plot No. 699 East.—Survey plot No. 3154 South.—Survey plot No. 699 West.—Survey plot Nos. 841, 842, 848 and 851	Private	Nil

[No. 2/23/84-M]

का० आ० 2996.--भारत के राजपत्र, भाग 2 खंड 3, उपखंड (ii) तारीख 2 सितम्बर, 1978 में प्रकाशित भारत सरकार के संस्कृति विभाग की अधिसूचना सं० का० आ० 2536 तारीख 21 अगस्त, 1978 के अधीन केन्द्रीय सरकार ने उक्त अधिसूचना की अनुसूची में विनिर्दिष्ट पुरातत्वीय संस्मारक को राष्ट्रीय महत्व का घोषित करने के अपने आशय की सूचना दी थी और उक्त अधिसूचना की एक प्रति प्राचीन संस्मारक तथा पुरातत्वीय स्थल और अवशेष अधिनियम, 1958 (1958 का 24) की धारा 4 की उपधारा (i) के अधीन यथा ओक्षित उक्त पुरातत्वीय संस्मारक के समीप महजबुब स्थान पर बिपका दी गई थी।

और उक्त राजपत्र, 6 सितम्बर, 1978 को जनता को उपलब्ध करा दिया गया था ;

और मैसर्स कांजीभाई आम्नाभाई परमार, दानाभाई अमितलाल परमार, मोहन लाल के० पटेल और करमन भाई अमित भाई जादव से प्राप्ति आक्षेपों पर केन्द्रीय सरकार ने सम्यक्तः विचार कर लिया है ;

अतः, अब केन्द्रीय सरकार उक्त अधिनियम की धारा 4 की उपधारा (3) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, इससे उपाखंड अनुसूची में विनिर्दिष्ट पुरातत्वीय संस्मारक को राष्ट्रीय महत्व का घोषित करती है।

अनुसूची

राज्य	जिला	तहसील	परिक्षेत्र	संस्मारक का नाम	संरक्षण के अधीन मन्थित राजस्व प्लॉट सं०
1	2	3	4	5	6
गुजरात	खेडा	नहियाल	बासा	बिदठल भाई, हवेली जिसमें वह पार्श्व क्षेत्र भी है जो नीचे दिए गए स्थल मानचित्र में यथा दर्शित सर्वेक्षण प्लॉट संख्या 81 का भाग है।	नीचे दिए गए स्थल मानचित्र में यथा दर्शित सर्वेक्षण प्लॉट संख्या 81 का भाग 1

क्षेत्रफल	सीमा	स्वामित्व	टिप्पणी
7	8	9	10
6 एकड़ 50 वर्ग मीटर	उत्तर : सर्वेक्षण प्लॉट संख्या 82 पूर्व : सर्वेक्षण सं. 81 का अवशिष्ट भाग और बिदठल भाई हवेली के दक्षिण पूर्वी कोने से हटा गृह। दक्षिण : सर्वेक्षण प्लॉट सं. 268 से होकर तालाब की ओर जाने वाली ओर सं. 269 से होकर बाजार की ओर जाने वाली सड़क। पश्चिम : फाटक से होकर जाने वाली ओर किसी भी सिरे से बाजार की ओर जाने वाली सड़क।		

[सं. 2/28/77-संसा.]

S.O. 2996.—Whereas by the notification of the Government of India in the Department of Culture, No. S.O. 2536 dated the 21 August, 1978 published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 2nd September, 1978, the Central Government gave two months notice of its intention to declare certain archaeological monument specified in the Schedule to the said notification to be of national importance and a copy of the said notification was affixed in a conspicuous place near the said archaeological monument as required by sub-section (1) of section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958);

And whereas the said Gazette was made available to the public on the 6th September, 1978:

And whereas the objections received from M/s Kanjibhai Amrabhai Parmar, Danabhai Amithalal Parmar, Mohanlal K. Patel and Karsanbhai Amithabhai Jadav have been duly considered by Central Government by giving them a personal hearing;

Now, therefore, in exercise of the powers conferred by sub-section (3) of section 4 of the said Act the Central Government hereby declares the archaeological monument specified in the Schedule annexed hereto to be of national importance.

SCHEDULE

State	District	Tehsil	Locality	Name of monument	Revenue plot numbers included under protection	Area	Boundaries	Ownership	Remarks
1	2	3	4	5	6	7	8	9	10
Gujarat	Kheda	Nadiad	Vaso	Vithalbhai Haveli together with adjacent area comprised in part of Survey plot No. 81 as shown in the site plan reproduced below	Part of Survey Plot No. 81 as shown in the site plan reproduced below	6 acres and 50 Sq. meters.	North.—Survey plot No. 82 East.—Remaining portion of survey plot No. 81 and adjoining houses to the South-east corner of Vithalbhai Haveli South.—Road through survey plot No. 268 leading to Bazaar. West.—Road passing through gate and also leading to the Bazaar through either end.	—	—

[No. 2/28/77-M]

का. आ. 2997.—केन्द्रीय सरकार की राय है कि इसमें उपावद्ध अनुसूची में विनिर्दिष्ट प्राचीन संस्मारक राष्ट्रीय महत्व के हैं ;

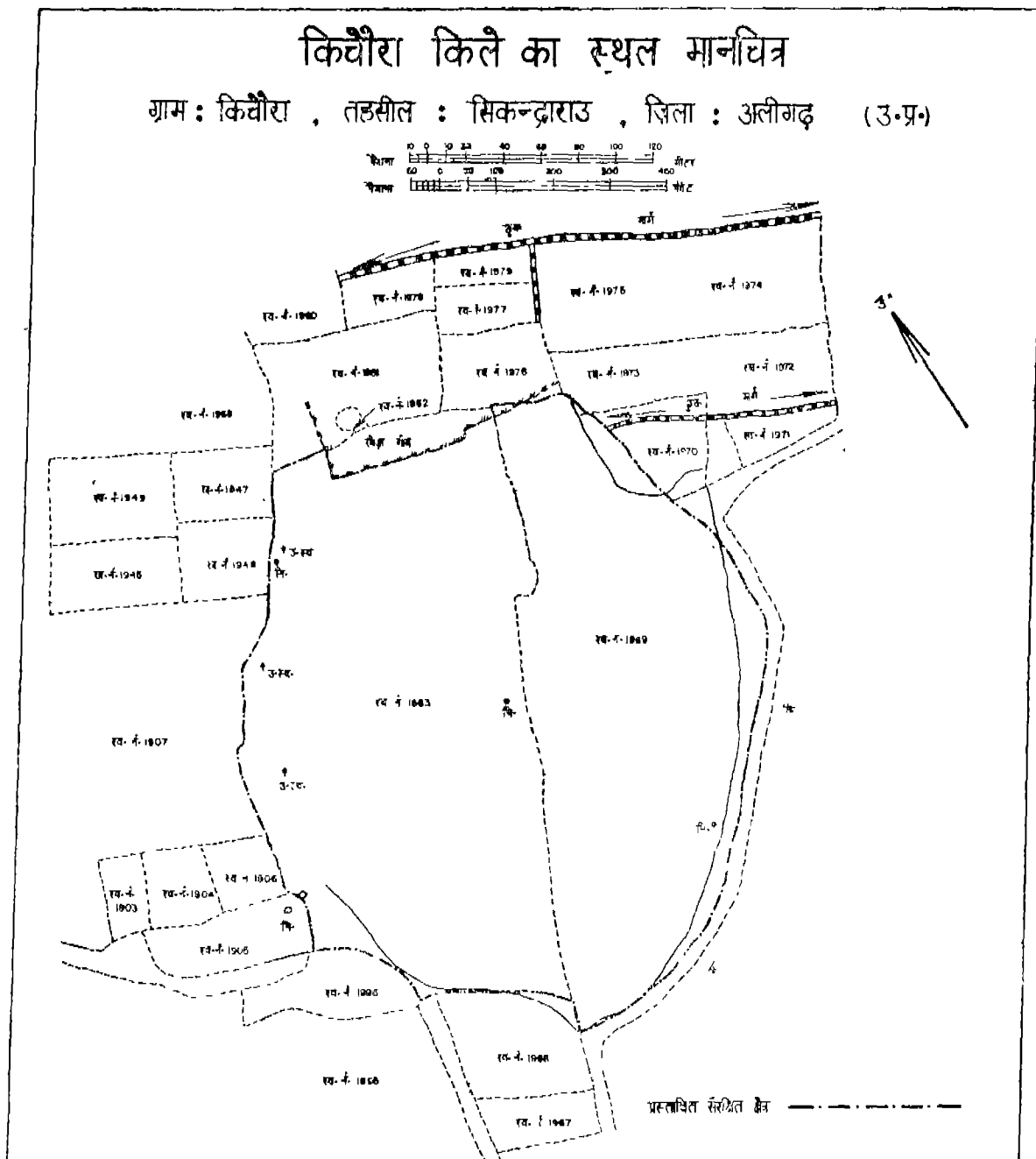
अनं., केन्द्रीय सरकार, प्राचीन संस्मारक तथा पुरातत्वीय स्थल और अवशेष अधिनियम, 1958 (1958 का 24) की प्रांग 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त प्राचीन संस्मारक को राष्ट्रीय महत्व का घोषित करने के अपने आशय की दो मास की सूचना देती है।

केन्द्रीय सरकार, इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से दो मास की अवधि के भीतर उक्त प्राचीन संस्मारक में हिनबद्ध किसी भी व्यक्ति से प्राप्त किसी आक्षेप पर विचार करेगी।

अनुसूची

राज्य	जिला	तहसील	अवस्थान	संस्मारक का नाम	संरक्षण के अधीन सम्मिलित किए जाने वाले राजस्व प्लॉट सं.
1	2	3	4	5	6
उत्तर प्रदेश	अम्भीगढ़	सिकंदरा राव	ग्राम किचौरा	किचौरा किला और अवशेषों के प्राचीन स्थल	स्थल रेखांक में यथा चिह्नित सर्वेक्षण प्लॉट सं. 1969 और सर्वेक्षण प्लॉट सं. 1963 का भाग।

क्षेत्र	सीमाएं	स्वाभित्त	टिप्पणी
7	8	9	10
6 565 हैक्टर	<p>उत्तर : ग्राम खेड़ा का सर्वेक्षण प्लॉट सं. 1976 और सर्वेक्षण प्लॉट सं. 1963 का शेष भाग सर्वेक्षण प्लॉट सं. 1947 और 1961</p> <p>पूर्व : सर्वेक्षण प्लॉट सं. 1970, 1973 और मड़क।</p> <p>दक्षिण : सर्वेक्षण प्लॉट सं. 1968, 1996 और मड़क।</p> <p>पश्चिम : सर्वेक्षण प्लॉट सं. 1905, 1906, 1946 और 1907।</p>	प्राइवेट	ग्राम



का. आ. 2998 --केन्द्रीय सरकार ने, भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii) तारीख 4 जून, 1983 में प्रकाशित भारत सरकार के संस्कृति विभाग (भारतीय पुरातत्त्ववी सर्वेक्षण) की अधिसूचना सं. का. आ. 2454 तारीख 19 मई, 1983 द्वारा उक्त अनुसूची में विनिर्दिष्ट पुरातत्त्ववी स्थल और संस्मारक को राष्ट्रीय महत्व का घोषित करने के अपने आशय की दो मास की मृतता दी थी और प्राचीन संस्मारक तथा पुरातत्त्ववीय स्तूप और अवशेष अधिनियम, 1958 (1958 का 24) की धारा 4 की उपधारा (1) की अवधानुसार उक्त अधिसूचना की एक प्रति उक्त प्राचीन संस्मारक के पास एक सहज दृश्यस्थान पर लपका दी थी।

और उक्त राजपत्र जनता को 22 जून, 1983 को उपलब्ध करा दिया गया था,

और केन्द्रीय सरकार को जनता से कोई आक्षेप प्राप्त नहीं हुआ है,

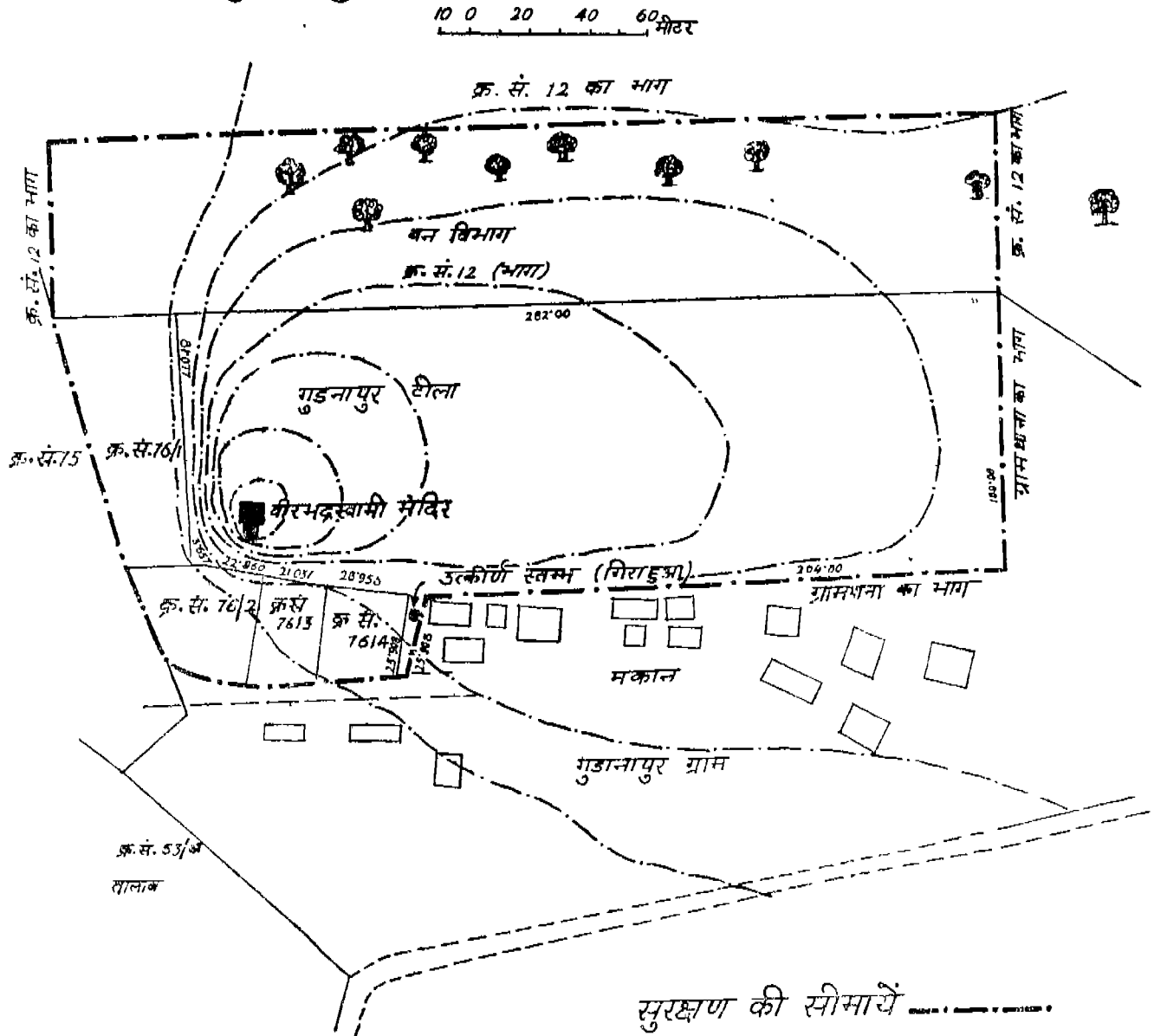
अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 4 की उपधारा (3) द्वारा प्रवर्णन कृतियों का प्रयोग करने हुए, इसमें उपायवद्ध अनुसूची में विनिर्दिष्ट उक्त प्राचीन स्थल और संस्मारक को राष्ट्रीय महत्व का घोषित करती है।

अनुसूची

राज्य	जिला	तहसील	परिक्षेत्र	संस्मारक का नाम	संरक्षण के अधीन सम्मिलित राजस्व प्लॉट संख्या
1	2	3	4	5	6
1 कर्नाटक	उत्तर-कर्नाटक	मिरसी	गुडनापुर	पुरातत्त्ववीय स्थल बीरभद्रस्वामी मंदिर जिसके साथ ग्रामताना सर्वेक्षण सं. 76/1 76/2, 76/3 76/4 के भाग में, और सर्वेक्षण संख्या 12 के भाग में ग्रामे वासी मूर्तिकला और उत्कीर्ण स्तम्भ भी है।	नीचे स्थल रेखांक में यथापुनः -उद्धृत ग्रामताना सर्वेक्षण संख्या 76/1, 76/2 76/3, 76/4 का भाग और सर्वेक्षण संख्या 12 का भाग।

क्षेत्रफल	सीमा	स्वामित्व	टिप्पण
7	8	9	10
5.176 हेक्टर	उत्तर—सर्वेक्षण सं. 12 का भाग पूर्व—ग्रामताना और सर्वेक्षण सं. 12 का भाग दक्षिण—ग्रामताना का भाग पश्चिम—सर्वेक्षण संख्या 75 और सर्वेक्षण सं. 12 का भाग	सर्वेक्षण सं. 76/1, 76/2, 76/3 और 76/4 प्राइवेट स्वामित्व में है और शेष भाग सरकार के स्वामित्व में हैं।	पूजा नहीं होती है। स्तम्भ 6 में वर्णित क्षेत्र में कोई आधुनिक संरचना नहीं है।

प्राचीन अवशेषों, वीरभद्रस्वामी मंदिर और उत्कीर्ण स्तम्भ, गुडनापुर, जिला उत्तर कन्नड़ का मानचित्र



[न. 2/13/73/एम.]

S.O. 2998.—Whereas by a notification of the Government of India in the Department of Culture (Archaeological Survey of India), S.O. No. 2454, dated the 19th May, 1983, published in Part II, Section 3, Sub-section (ii) of the Gazette of India dated the 4th June 1983, the Central Government gave two months' notice of its intention to declare the archaeological site and monument specified in the Schedule to the said notification to be of national importance and a copy of the said notification was affixed in a conspicuous place near the said site as required by sub-section (1) of Section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 1958);

And whereas, the said Gazette was made available to the public on the 22nd June, 1983;

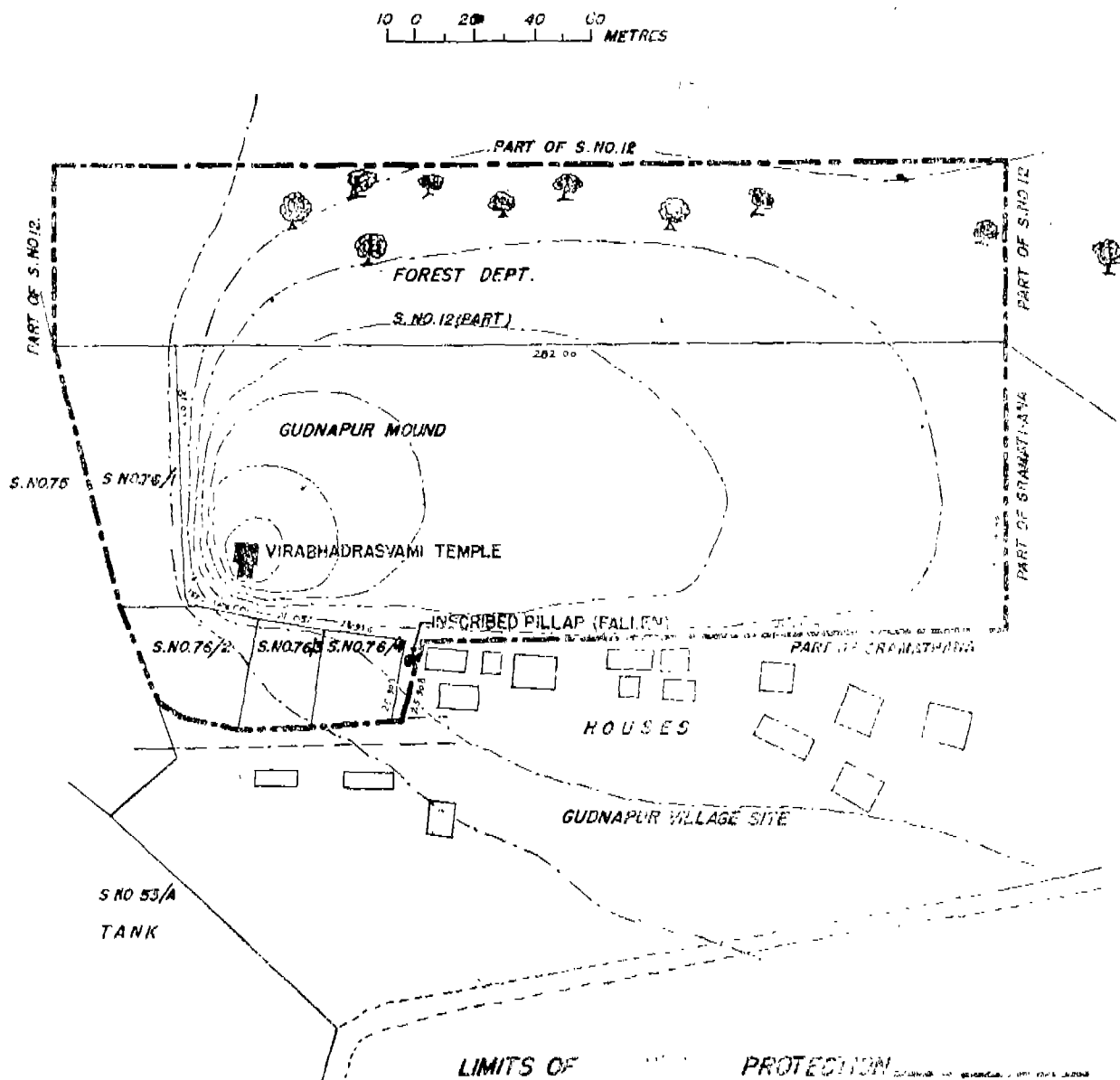
And whereas, no objection from the public have been received by the Central Government;

Now, therefore, in exercise of the powers conferred by sub-section (3) of section 4 of the said Act, the Central Government hereby declares the ancient site and monument specified in the Schedule annexed hereto to be of national importance.

SCHEDULE

State	District	Tehsil	Locality	Name of monument and site	Revenue plot numbers included under protection	Area	Boundaries	Ownership	Remarks
1	2	3	4	5	6	7	8	9	10
Karnataka	North Kanara	Sirsi	Gundapur	Archaeological site Virabhadraswami temple together with sculptures and inscribed pillars comprising in part of Gramatana, Survey No. 76/1, 76/2, 76/3, 76/4, and part of Survey number 12	Part of Gramatana Survey Nos. 76/1, 76/2, 76/3, 76/4 and part of survey number 12 as reproduced below in the site plan	5.167 Hectares	North.—Part of survey No. 12 East.—Part of Gramatana and Survey No. 12 South.—Part of Gramatana West.—Survey number 75 and part of Survey No. 12	While Survey No. 76/1, 76/2, 76/3, and 76/4 under the private ownership the remaining portions are Government owned.	Not under worship. No model in structure exists in the area mentioned in Col 6.

SITE-PLAN OF THE ANCIENT REMAINS, VIRABHADRASWAMI TEMPLE AND INSCRIBED PILLAR, GUDNAPUR, DISTRICT NORTH KANARA



का. भा. 2999--केन्द्रीय सरकार की यह राय है कि इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट प्राचीन स्थल राष्ट्रीय महत्व के हैं :-

अतः अब, केन्द्रीय सरकार प्राचीन संस्मारक तथा पुरातत्वीय स्थल और अद्वितीय अभिनियम 1958 (1958 का 24) की धारा 4 की उपधारा (1) द्वारा शक्तियों का प्रयोग करने द्वारा, उक्त प्राचीन स्थलों को राष्ट्रीय महत्त्व का घोषित करने के अपने आशय की दो मास की सूचना देती है,

ऐसे आशय पर जा इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से दो मास की अवधि के भीतर उक्त प्राचीन स्थलों में हितवद् किसी व्यक्ति से प्राप्त होगा, केन्द्रीय सरकार विचार करेगी।

अनुसूची

राज्य	जिला	परगना	अवस्थान	स्थल का नाम	संरक्षण के अधीन सम्मिलित किए जाने वाले राजस्व प्लॉट संख्यांक
1	2	3	4	5	6
बिहार	मधुबनी	गौर	ग्राम पसतान (नवाटोली)	तीसरे दिष्ट गए स्थल रेखांक में यथावर्तिन बीछ बिहारों के दो प्राचीन स्थल।	I. सर्वेक्षण प्लॉट सं. 2368, 2369, 2370, 2371, 2372 2373 2374 और वेंक्षण प्लॉट सं. 2367 का भाग।

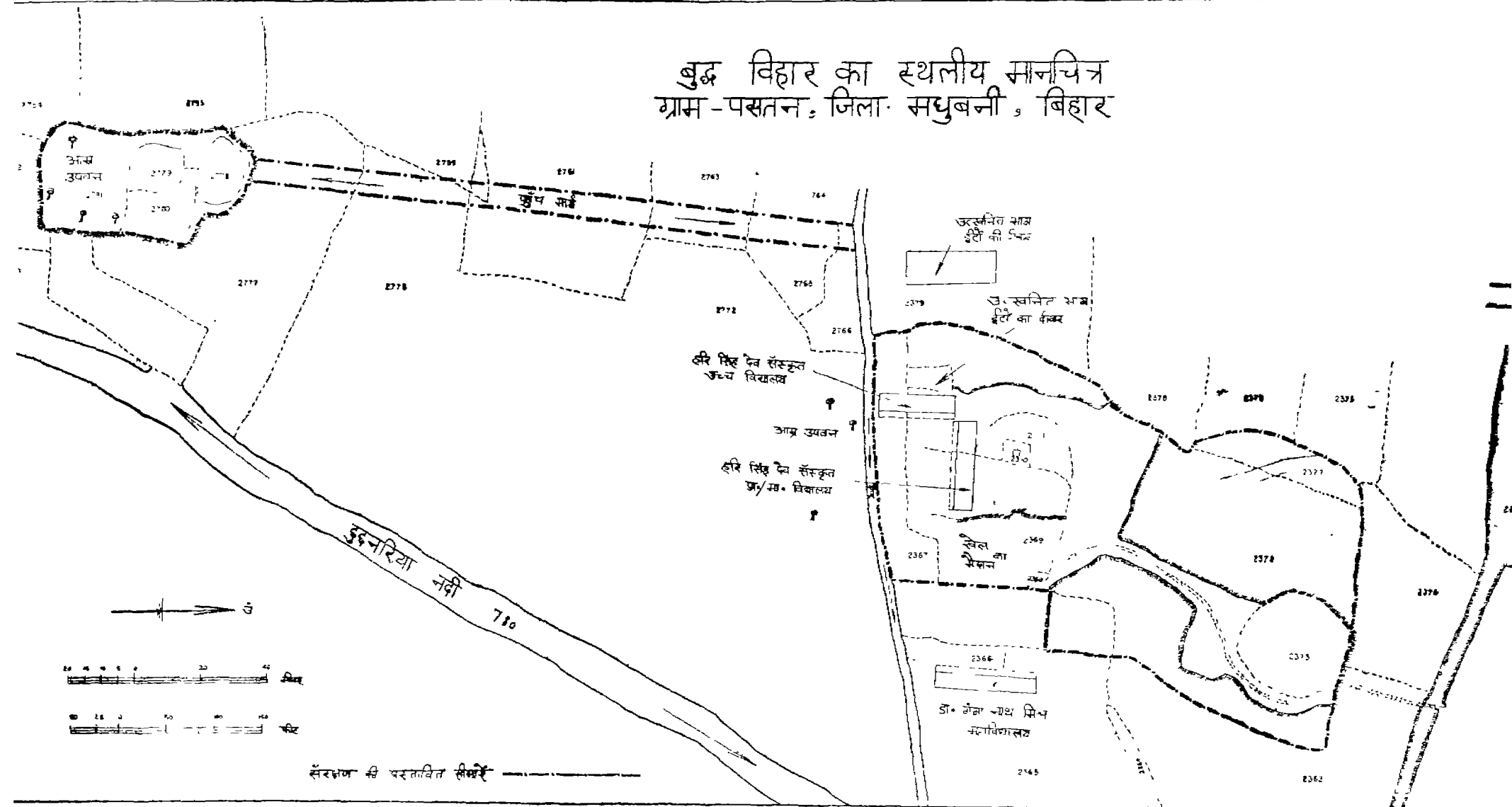
खेद	सीमाएं	स्वामित्व	टिप्पणियां
7	8	9	10
3.06 एकड़	उत्तर :- सर्वेक्षण प्लॉट सं. 2774 और सर्वेक्षण प्लॉट सं. 2363 का भाग। पूर्व :- सर्वेक्षण प्लॉट सं. 2363, 2365 और सर्वेक्षण प्लॉट सं. 2367 का शेष भाग। दक्षिण :- सर्वेक्षण प्लॉट सं. 2479 (ग्राम मड़क)। पश्चिम :- सर्वेक्षण प्लॉट सं. 2375, 2376, 2378 और 2379।	सर्वेक्षण प्लॉट सं. 2367, 2371, 2377 और 2368 सरकारी और शेष प्राइवेट स्वामित्व में।	सर्वेक्षण प्लॉट सं. 2371 में दो विद्यालय भवन।

6

II. सर्वेक्षण प्लॉट सं. 2778, 2779, 2780, 2781 और सर्वेक्षण प्लॉट सं. 2759, 2760, 2761, 2763, 2765, 2766, 2775 और 2777 का भाग।

7	8	9	10
0.78 एकड़	उत्तर :- सर्वेक्षण प्लॉट सं. 2777 का शेष भाग और मड़क पूर्व :- सर्वेक्षण प्लॉट सं. 2783 और सर्वेक्षण प्लॉट सं. 2777, 2766, 2765, 2761, 2760 और 2775 का शेष भाग। दक्षिण :- सर्वेक्षण प्लॉट सं. 2782 और सर्वेक्षण प्लॉट सं. 2754 का भाग। पश्चिम :- सर्वेक्षण प्लॉट सं. 2754 का भाग सर्वेक्षण प्लॉट सं. 2755, 2764 सर्वेक्षण प्लॉट सं. 2763, 2761, 2760, 2759 और 2777 के शेष भाग।	सर्वेक्षण प्लॉट सं. 2778 सरकारी और शेष प्राइवेट स्वामित्व में।	कुछ नहीं

बुद्ध विहार का स्थलीय मानचित्र
ग्राम-पसतन, जिला-मधुबनी, बिहार



S.O. 2099.—Whereas the Central Government is of the opinion that the ancient sites specified in Schedule annexed hereto are of national importance;

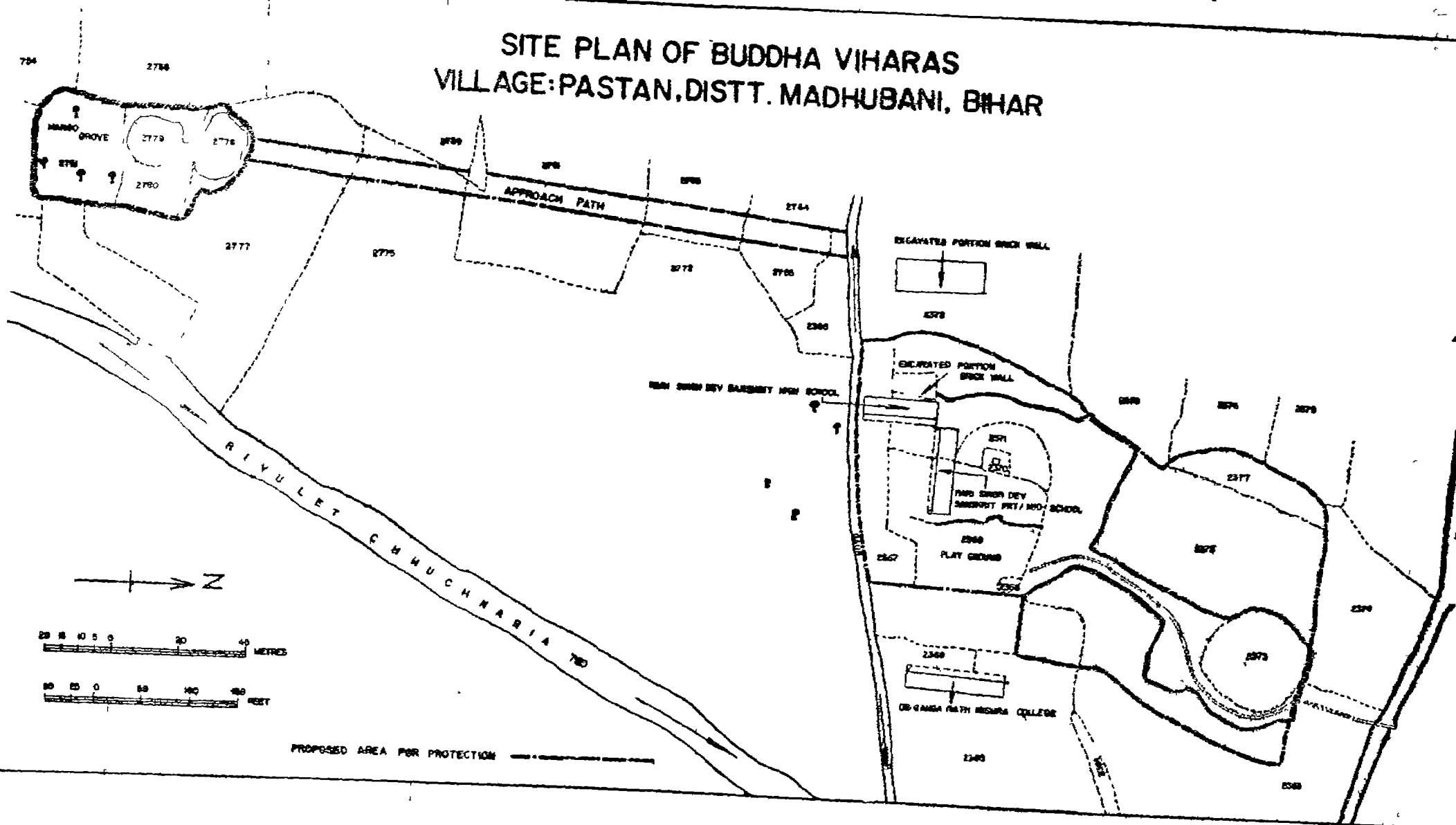
Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958), the Central Government hereby gives two months' notice of its intention to declare the said ancient sites to be of national importance;

Any objection which may be received within a period of two months from the date of publication of this notification in the Official Gazette from any person interested in the said ancient sites will be taken in consideration by the Central Government.

SCHEDULE

State	District	Pargana	Locality	Name of site	Revenue plot numbers to be included under protection	Area	Boundaries	Ownership	Remarks
1	2	3	4	5	6	7	8	9	10
Bihar	Madhubani	Gaur	Village Pastan (Navatoli)	Two ancient sites of Buddha Vihas as shown in the site plan reproduced below	I. Survey plot Nos. 2368, 2369, 2370, 2371, 2372, 2373, 2377 and part of survey plot No. 2367	3.06 Acre	North.—Survey plot No. 2774 and a portion of survey plot No. 2363 East.—Survey plot Nos. 2363, 2365 and remaining portion of survey plot No. 2367 South.—Survey plot No. 2479 (Village road) West.—Survey plot Nos. 2375, 2376, 2378 and 2379	Survey plot Nos. 2367, 2371, 2377 and 2378 Government and rest privately owned.	There are two school buildings in survey plot No. 2371
					II. Survey plot Nos. 2778, 2779, 2780, 2781 and part of survey plot Nos. 2759, 2760, 2761, 2763, 2765, 2766, 2775 and 2777	0.78 Acre	North.—Remaining portion of survey plot No. 2777 and road East.—Survey plot No. 2783 and remaining portion of survey plot Nos. 2777, 2766, 2765, 2761, 2760 and 2775 South.—Survey plot No. 2782 and a portion of survey plot No. 2754. West.—A portion of survey plot No. 2754, survey plot Nos. 2755, 2764 remaining portions of survey plot Nos. 2763, 2761, 2760, 2759 and 2777	Survey plot No. 2778 Government and rest privately owned	Nil

SITE PLAN OF BUDDHA VIHARAS VILLAGE: PASTAN, DISTT. MADHUBANI, BIHAR



का. भा. 3000.—केंद्रीय सरकार की राय है कि इससे उपायय अनुसूची में विनिर्दिष्ट प्राचीन संस्मारक राष्ट्रीय महत्व का है ;

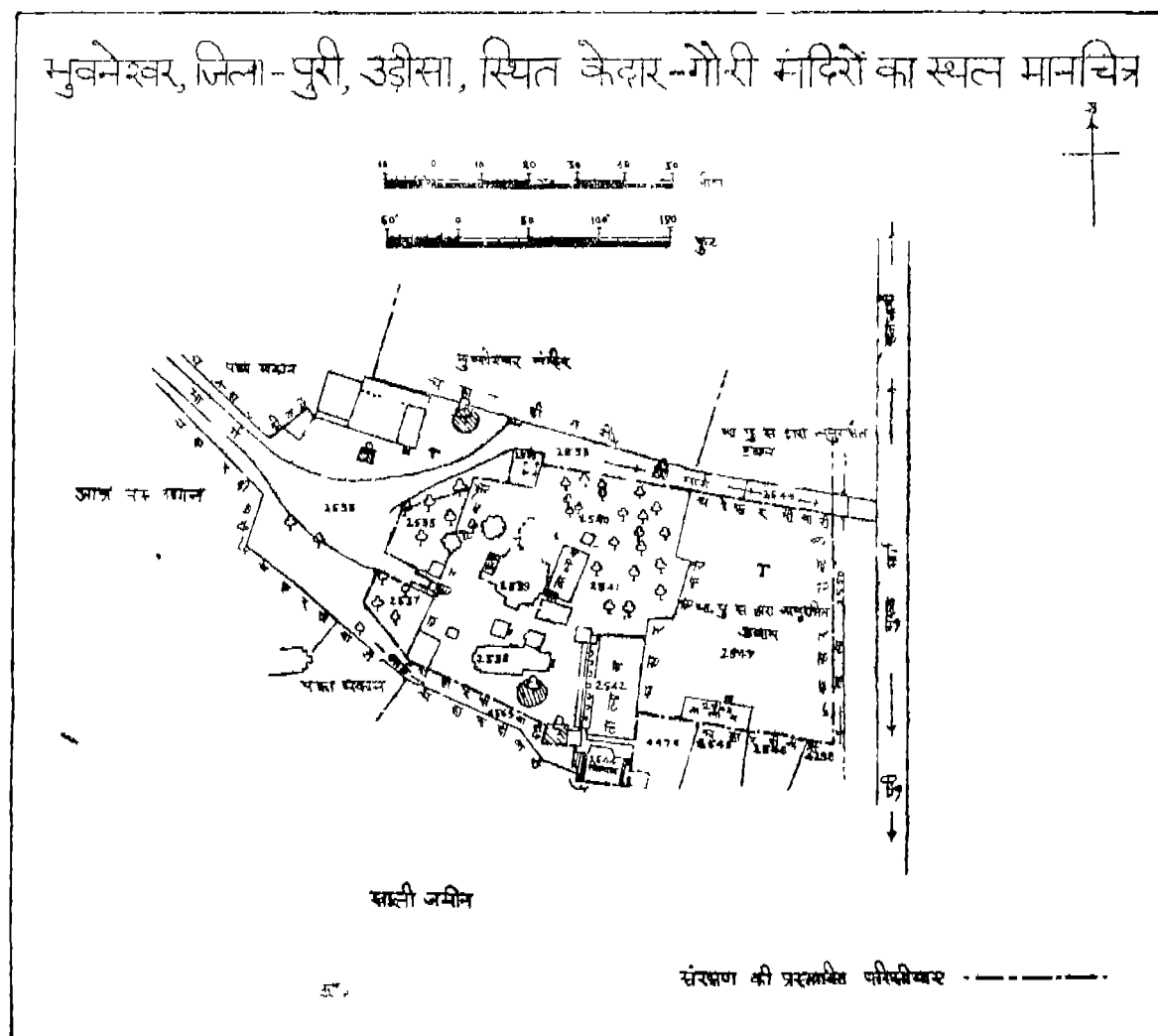
अतः केंद्रीय सरकार, प्राचीन संस्मारक तथा पुरातत्वीय स्थल और अवशेष अधिनियम, 1958 (1958 का 24) की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त प्राचीन संस्मारक को राष्ट्रीय महत्व का घोषित करने के अपने आशय की दो मास की सूचना देती है।

केंद्रीय सरकार इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से दो मास की अवधि के भीतर उक्त प्राचीन संस्मारक में हितवद्ध किसी भी व्यक्ति के श्राप्य किसी आक्षेप पर विचार करेगी।

अनुसूची

राज्य	जिला	तहसील	प्रवस्थान	संस्मारक का नाम	संरक्षण के अधीन सम्मिलित किए जाने वाले सर्वेक्षण प्लॉट सं.
1	2	3	4	5	6
कर्नाटक	पुरी	भुवनेश्वर	भुवनेश्वर	केशर गौरी मंदिर कॉम्प्लेक्स और उसके साथ लगा हुआ सर्वेक्षण प्लॉट सं. 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2547 और सर्वेक्षण प्लॉट सं. 2533 के भाग में समाविष्ट क्षेत्र, जैसा नीचे दिए गए स्थल रेखांक में दर्शात है।	सर्वेक्षण प्लॉट सं. 2335, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2547 और सर्वेक्षण प्लॉट सं. 2533 का भाग जैसा नीचे दिए गए स्थल रेखांक में दर्शात है।

क्षेत्र	सीमाएं	स्वामि, व	टिप्पणी
7	8	9	10
0.43 हेक्टर	उत्तर :— सर्वेक्षण प्लॉट सं. 2546 (सड़क) और सर्वेक्षण प्लॉट सं. 2540, 2541 और 2542 — 2533 (सड़क) का शेष भाग। पूर्व :— सर्वेक्षण प्लॉट सं. 2550 (सड़क) दक्षिण :— सर्वेक्षण प्लॉट सं. 4298, 2546, 2545, 4476, 4563 (सड़क) और सर्वेक्षण प्लॉट सं. 2536 का भाग। पश्चिम :— सर्वेक्षण प्लॉट सं. 2536	सर्वेक्षण प्लॉट सं. 2538, 2539, प्लॉट सं. 2535, 2537 और 2544 श्री लिंगराज महाप्रभु। सर्वेक्षण प्लॉट सं. 2543 गौरी देवी मार्फत न्यासी। सर्वेक्षण प्लॉट सं. 2533 और 2547 एन. ए. सी. भुवनेश्वर।	मंदिर में पूजा होती है।



[सं. 2/5/76-स्मा.]

डा. एम. एस. नागराज राव, महानिदेशक और पथेन संयुक्त सचिव

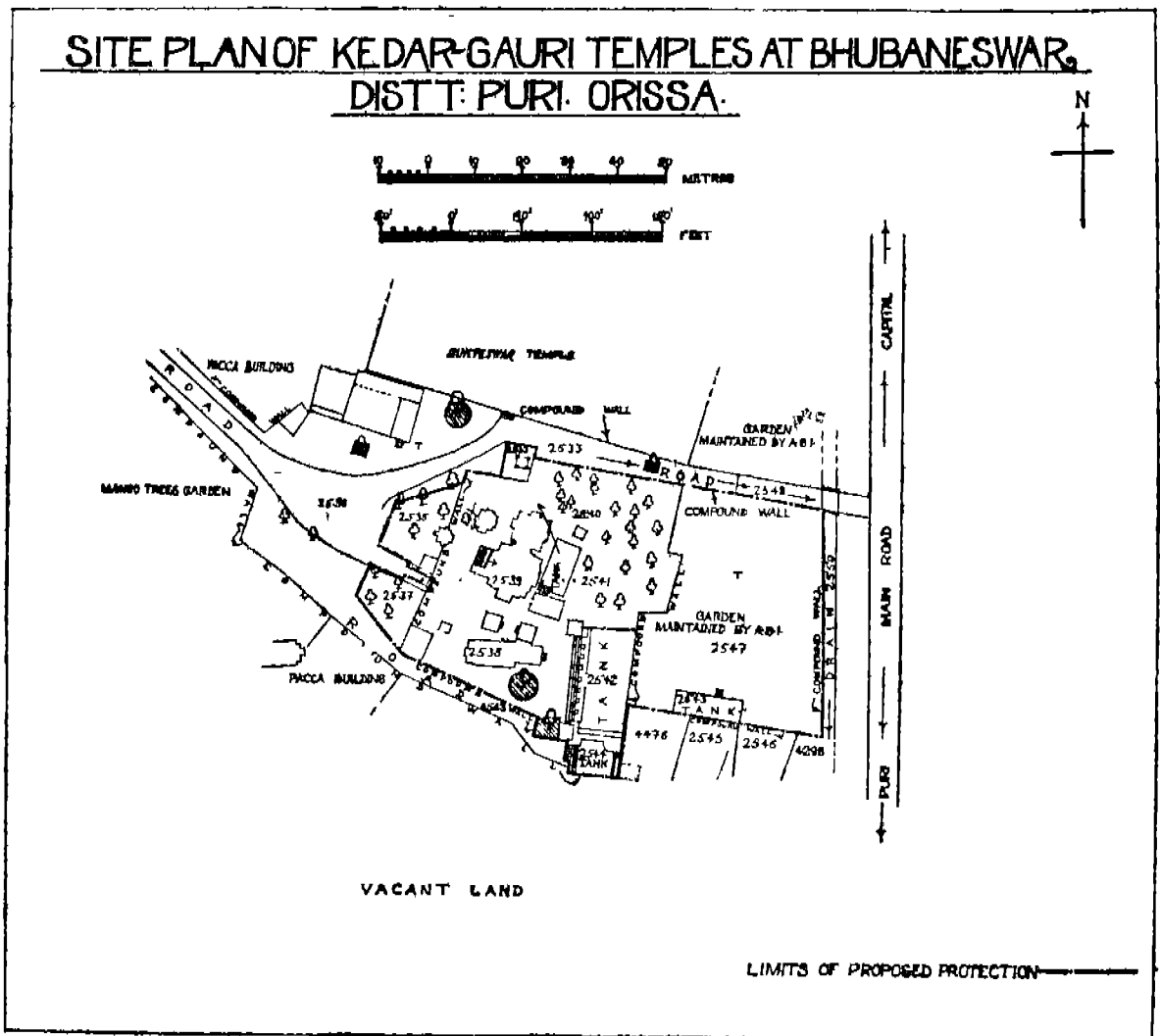
S.O. 3000:—Whereas the Central Government is of the opinion that the ancient monument specified in the Schedule annexed hereto is of national importance ;

Now, therefore, in exercise of the powers conferred by sub-section 1 of section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958), the Central Government hereby gives two months' notice of its intention to declare the said ancient monument to be of national importance;

Any objection which may be received within a period of two months from the date of publication of this notification in the Official Gazette from any person interested in the said ancient monument will be taken into consideration by the Central Government.

SCHEDULE

State	District	Tehsil	Locality	Name of Monu- ment	Revenue plot numbers to be included under protection	Area	Boundaries	Ownership	Remarks
1	2	3	4	5	6	7	8	9	10
Orissa	Puri	Bhubanes- war	Bhubanes- war	Kedar-Gauri Temples comp- lex together with adjacent area comprised in survey plot Nos. 2535, 2537, 2538, 2539, 2540, 2541, as shown in the 2542, 2543, 2544, site plan repro- duced below survey plot No. 2533 as shown in the site plan reproduced below	Survey plot Nos. 2535, 2537 2538, 2539, 2540, 2541, 2542, 2543, part of survey plot No. 2533 2539, 2540, 2541, as shown in the 2542, 2543, 2544, site plan repro- duced below survey plot No. 2533 as shown in the site plan reproduced below	0.43 Hectares	North.—Survey plot No. 2548 (road) and remaining por- tion of survey plot 2533 (road) East.—Survey plot No. 2550 (Road) South —Survey plot Nos. 4298, 2546, 2445, 4476, 4563 (road) and part of survey plot No. 2536 West.—Survey plot No. 2536	Survey Plot Nos. 2538, 2539, 2540, 2541, 2542 Shri Kedaraswar Dev Marfat Tru- stees Survey plot No. 2535, 2537 and 2544 Shri Lingaraj Mahap abhu Survey plot No. 2543 Gauri Dev Marfat Trustees : Survey No. 2533 and 2547 N. A. C. Bhubaneswar :	Temples under worship



[No. 2/5/76-M]

M.S. NAGARAJA RAO, Director General and
Ex-Officio Jt. Secy.

ग्रामीण विकास मंत्रालय

आदेश

नई दिल्ली, 31 अगस्त, 1984

का. प्रा. 3001—केन्द्रीय सरकार, आवश्यक वस्तु अधिनियम, 1955 (1955 का 10) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए शीतागार आदेश, 1980 का और संशोधन करने के लिए निम्नलिखित आदेश करती है, अर्थात् :—

1. (1) इस आदेश का संक्षिप्त नाम शीतागार आदेश (दूसरा संशोधन) आदेश, 1984 है।

(2) यह राजपत्र में प्रकाशन की तारीख को प्रवृत्त होगा।

2. शीतागार आदेश, 1980 में :—

(i) खंड 1 में उपखंड (2) के स्थान पर निम्नलिखित उपखंड रखा जाएगा, अर्थात् :—

(2) इसका विस्तार पश्चिमी बंगाल, उत्तर प्रदेश, पंजाब और हरियाणा को छोड़कर सम्पूर्ण भारत में होगा।

(ii) खंड 8 के परन्तुक में “अनुज्ञापन अधिकारी” शब्दों के पश्चात् “कारणों को लेखबद्ध करके” शब्द अंतःस्थापित किए जाएंगे।

(iii) खंड 9 में, दूसरे परन्तुक में “अनुज्ञापित रह सकता है” शब्दों के स्थान पर “आदेश के पहले परन्तुक में अधिकृतित रीति से प्रस्थापित रद्दीकरण के कारण की जांच संबंधित रहते अनुज्ञापित को सुरक्षित रह कर सकता है” शब्द रखे जाएंगे।

[एफ. 15-3/81-एम. आई. 0]

अतुल सिन्हा, निदेशक (विपणन)

MINISTRY OF RURAL DEVELOPMENT

ORDER

New Delhi, the 31st August, 1984

S.O. 3001.—In exercise of the powers conferred by Section 3 of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby makes the following Order further to amend the Cold Storage Order, 1980, namely :—

1. (i) This Order may be called the Cold Storage (Second Amendment) Order, 1984.

(ii) It shall come into force on the date of its publication in the Official Gazette.

2. In the Cold Storage Order, 1980 :—

(i) In clause 1 for sub-clause (2) the following sub-clause shall be substituted, namely :—

“(2) It extends to the whole of India except the States of West Bengal, Uttar Pradesh, Punjab and Haryana”;

(ii) In clause 8, in the proviso after the words “the Licensing Officer may”, the words “for reasons to be recorded in writing” shall be inserted;

(iii) In clause 9, in the second proviso, for the words “cancel the licence”, the words “suspend the licence forthwith pending an inquiry into reasons for the proposed cancellation in the manner laid down in the first proviso of this order” shall be substituted.

[No. F. 15-3/81-MI]

ATUL SINHA, Director (Marketing)

दिल्ली विकास प्राधिकरण

सार्वजनिक सूचना

नई दिल्ली, 22 सितम्बर, 1984

का. भा. 3002.—केन्द्रीय सरकार दिल्ली मुख्य योजना/क्षेत्रीय विकास योजना (जोन एच I) में निम्नलिखित संशोधन करने का विचार कर रही है, एतद् द्वारा जिसे सार्वजनिक सूचना हेतु प्रकाशित किया जाता है। इस प्रस्तावित संशोधन के सम्बन्ध में जिस किसी व्यक्ति को कोई आपत्ति या सुझाव देना हो तो वे अपनी आपत्ति या सुझाव इस सूचना की तिथि के 30 दिन के भीतर सचिव, दिल्ली विकास प्राधिकरण विकास मीनार, इन्द्रप्रस्थ इस्टेट, नई दिल्ली के पास लिखित रूप में भेज दें। जो व्यक्ति अपनी आपत्ति या सुझाव दें, वे अपना नाम एवं पूरा पता भी लिखें :—

संशोधन :—

“5.12 हेक्ट. (12.65 एकड़) क्षेत्र जो उत्तर-पश्चिम योजना में सार्वजनिक एवं अर्द्ध सार्वजनिक उपयोग (अस्पताल), दक्षिण में न्यू रोहतक रोड, पूर्व में मार्जिनल बांध और पश्चिम में 30.48 मी. (100 फीट) मार्गधिकार वाली मुख्य योजना सड़क से घिरा हुआ है, का भूमि उपयोग ‘सार्वजनिक एवं अर्द्ध सार्वजनिक सुविधाओं’ (अस्पताल) से ‘निवासीय’ (समूह आवास) में बदला जाना प्रस्तावित है।”

2. उक्त अवधि के दौरान शनिवार को छोड़कर और सभी कार्यशील दिनों में वि. वि. प्रा. के कार्यालय विकास मीनार, इन्द्रप्रस्थ इस्टेट, नई दिल्ली में प्रस्तावित संशोधन के नक्शे निरीक्षण के लिये उपलब्ध होंगे।

[सं.एफ 4(30)/65-एम. पी.]

DELHI DEVELOPMENT AUTHORITY

PUBLIC NOTICE

New Delhi, the 22nd September, 1984

S.O. 3002.—The following modification which the Central Government proposes to make to the Master Plan for Delhi/Zonal Development Plan (Zone H-I) is hereby published for public information. Any person having any objection or suggestion with respect to the proposed modification may send the objection or suggestion in writing to the Secretary, Delhi Development Authority, Vikas Minar, Indraprastha Estate, New Delhi, within a period of thirty days from the date of this notice. The person making the objection or suggestion should also give his name and full address.

MODIFICATION

“The land use of an area measuring about 5.12 hect. (12.65 acres) bounded on the North-West by Public and Semi Public use (Hospital) on the South by New Rohtak Road, on the East by marginal bandh and on the West by 30.48 M (100 ft. R/W Master Plan road is proposed to be changed from ‘Public and Semi Public Facilities’ (Hospital) to ‘Residential’ (Group Housing)”.

2. The plan indicating the proposed modification will be available for inspection at the office of the Authority, Vikas Minar, Indraprastha Estate, New Delhi on all working days except Saturdays within the period referred to above.

[F. 4(30)/65-MP]

सार्वजनिक सूचना

का. आ. 3003 केन्द्रीय सरकार दिल्ली मुख्य योजना में निम्नलिखित संशोधन करने का विचार कर रही है, एतद् द्वारा जिसे सार्वजनिक सूचना हेतु प्रकाशित किया जाता है। इन प्रस्तावित संशोधन के सम्बन्ध में जिस किसी व्यक्ति को कोई आपत्ति या सुझाव देना हो तो वह अपनी आपत्ति या सुझाव इस सूचना की तिथि के 30 दिन के भीतर सचिव, दिल्ली, प्रधिकरण, विकास मीनार, इन्द्रप्रस्थ इस्टेट, नई दिल्ली के पाम लिखित रूप में भेज दें। जो व्यक्ति अपनी आपत्ति या सुझाव दें, वह अपना नाम एवं पूरा पता भी लिखे :-

संशोधन :

(1) "जोन ई-6 (दिलशाह गार्डन) के अन्तर्गत आने वाला 10.93 हेक्टे. (27.0 एकड़) क्षेत्र जो दक्षिण में जी. टी. रोड (45.72 मी. मार्गाधिकार वाली), पूर्व में सड़क सं. 6 (61 मी. मार्गाधिकार वाली) और उत्तर और पश्चिम में समूह आवासीय पॉकेटों से घिरा हुआ है और और दिल्ली मुख्य योजना में 'हुआ वासीय उपयोग' के लिये निर्दिष्ट है; का भूमि उपयोग 'व्यावसायिक' (जिला केन्द्र) में बदला जाना प्रस्तावित है।"

(2) "जोन ई-6 (दिलशाह गार्डन) में स्थित 5.65 हेक्टे. (14 एकड़) क्षेत्र जो दक्षिण और पूर्व में दिल्ली-उ. प्र. सीमा और उत्तर और पश्चिम में पुरानी सीमापुरा जे० जे० योजना से घिरा हुआ है और दिल्ली मुख्य योजना में व्यावसायिक उपयोग (जिला केन्द्र) के लिये निर्दिष्ट है; का भूमि उपयोग 'आवासीय उपयोग' में बदला जाना प्रस्तावित है।"

2. उक्त विधि के दौरान शनिवार को छोड़कर और सभी कार्यशील दिनों में दि. वि. प्रा. के कार्यालय विकास मीनार, इन्द्रप्रस्थ इस्टेट, नई दिल्ली में प्रस्तावित संशोधन के नक्शे निरीक्षण के लिये उपलब्ध होंगे।

[स. एप-20(25)/82-एम. पा.]

नाथू राम, सचिव,

दिल्ली विकास प्राधिकरण

PUBLIC NOTICE

S.O. 3003.—The following modifications, which the Central Government proposes to make to the Master Plan for Delhi are hereby published for public information. Any person having any objection or suggestion with respect to the proposed modifications may send the objection or suggestion in writing to the Secretary Delhi Development Authority, Vikas Minar, Indraprastha Estate, New Delhi, within a period of thirty days from the date of this notice. The person making the objection or suggestion should also give his name and full address :—

MODIFICATIONS :

(1) "The land use of an area measuring 10.93 hec. (27.0 acres) falling in Zone E-6 (Dilshad Garden), bounded by G.T. Road (45.72 mts. r/w) in the South Road No. 6 (61 mts. r/w) in the east, and Group Housing Pockets in the north and west, and earmarked for 'residential use' in the Delhi Master Plan is proposed to be changed to 'commercial (District Centre)'."

(2) "The land use of an area measuring 5.65 hec. (14 acres) located in zone E-6 (Dilshad Garden), bounded by Delhi-UP Border in the south and east, Old Seema Puri, J.J. Scheme in the north and west

and earmarked for 'commercial' use (District Centre) in the Delhi Master Plan is proposed to be changed to 'residential' use".

2. The plans indicating the proposed modifications will be available for inspection at the office of the Authority, Vikas Minar, Indraprastha Estate, New Delhi on all working days except Saturday within the period referred to above

[No. F. 20(25)/82-MP]

NATHU RAM, Secy.,

Delhi Development Authority

नौवहन और परिवहन मंत्रालय

(परिवहन पक्ष)

नई दिल्ली, 6 सितम्बर, 1984

का. आ. 3004 —श्री नौवहन और परिवहन मंत्रालय (परिवहन पक्ष) में अधिसूचना सं. का. आ. 2073 दिनांक 4 अगस्त, 1980 द्वारा श्री आर. एन. राव को कांडला गोदी श्रम बोर्ड का सदस्य नियुक्त किया गया था।

और श्री उनके त्यागपत्र के कारण उक्त बोर्ड में जगह खाली हुई है,

अतः गोदी श्रमिक (नियोजन का विनियमन) नियम, 1962 के नियम 4 के तहत उपबन्धों का अनुसरण करते हुए केन्द्रीय सरकार उक्त जगह को खाली अधिसूचित करती है।

[फाइल सं. एल. डी. के./6/83-यू. एस (एल.)]

सुदेश कुमार, अवर सचिव

MINISTRY OF SHIPPING AND TRANSPORT

(Transport Wing)

New Delhi, the 6th September, 1984

S.O. 3004.—Whereas Shri R. N. Rao was appointed as a member of the Kandla Dock Labour Board by the notification in Ministry of Shipping and Transport (Transport Wing) No. S.O. 2073 dated the 4th August, 1980.

And whereas a vacancy has occurred in the said Board on the resignation of the said Member;

Now, therefore, in pursuance of the provision of rule 4 of the Dock Workers (Regulation of Employment) Rules 1962, the Central Government hereby notifies the said vacancy.

[F. No. LDK/6/83-US(L)]

SUDESH KUMAR, Under Secy.

श्रम और परिवहन मंत्रालय

श्रम विभाग

आदेश

नई दिल्ली, 31 जुलाई, 1984

का० आ० 3005 केन्द्रीय सरकार की राय है कि इससे उपाय अमुसूची में विनिर्दिष्ट विषय के बारे में

पश्चिमी रेलवे, कोटा के प्रबंधतंत्र से सम्बद्ध एक औद्योगिक विवाद नियोजकों और उनके कर्मकारों के बीच विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वाछनीय समझती है;

अतः, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7क-क और धारा 10 की उप-धारा (i) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री महेन्द्र भूषण शर्मा होंगे, जिनका मुख्यालय जयपुर में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

“क्या प्रभागीय रेलवे प्रबंधक, पश्चिमी रेलवे, कोटा की आई. ओ. डब्ल्यू., ईदगाह, आगरा के अपने प्रतिष्ठान के सर्वेक्षी बाबूलाल, समीम सिंह, लारेंस, अशोक, बंस बहादुर, अतर सिंह को रोजगार में न रक्षपाने और उनकी सेवाएं समाप्त करने की कार्यवाही उचित, न्यायसंगत और वैध है? यदि नहीं, तो संबंधित कर्मकार किस अनुतोष के हकदार हैं?”

[सं. एल-41011/28/82-डो 2 (बी)]

MINISTRY OF LABOUR AND REHABILITATION

(Department of Labour)

New Delhi, the 31st July, 1984

ORDER

S.O. 3005.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Western Railway, Kota and their workmen in respect of the matter specified in the schedule hereto annexed;

And whereas, the Central Government considers it desirable to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Section 7A, and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri Mahendra Bhushan Sharma shall be the Presiding Officer, with Headquarters at Jaipur and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

“Whether the action of the Divisional Railway Manager, Western Railway, Kota in respect of their establishment of 10W Idgah Agra in not absorbing S/Shri Babu Lal, Samimasih, Laurance, Ashok, Bans Bahadur, Atar Singh and terminating their services, is fair, just and legal? If not, to what relief is the workmen concerned entitled?”

[No. L-41011(28)/82-D. II.(B)]

आदेश

नई दिल्ली, 25 अगस्त, 1984

का. आ. 3006.—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषय के बारे में पश्चिमी रेलवे, राजकोट के प्रबंधतंत्र से सम्बद्ध एक औद्योगिक विवाद नियोजकों और उनके कर्मकारों के बीच विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वाछनीय समझती है,

अतः, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7क और धारा 10 की उपधारा (i) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री जी एस. बरोट होंगे, जिनका मुख्यालय अहमदाबाद में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

“क्या प्रभागीय रेलवे प्रबंधक, पश्चिमी रेलवे, राजकोट के प्रबंधतंत्र के श्री मातादीन को एल-डब्ल्यू-1 के रूप में तदर्थ आधार पर प्रोन्नत न करने तथा उसके कनिष्ठ श्री एच आर बोंसिया को प्रोन्नत करने की कार्यवाही न्यायोचित है? यदि नहीं, तो श्री मातादीन किस अनुतोष का हकदार है?”

“क्या प्रभागीय रेलवे प्रबंधक, पश्चिमी रेलवे, राजकोट के प्रबंधतंत्र के श्री दादन खा को 21-7-82 से 20-11-82 के समय का वेतन न देने तथा साथ-साथ डी-ए-आर कार्यवाही करके उसे दण्ड देने की कार्यवाही न्यायोचित है? यदि नहीं, तो संबंधित कर्मकार किस अनुतोष का हकदार है?”

[सं.-एल-41011/70/83-डो-2 (बी)]

New Delhi, the 25th August, 1984

ORDER

S.O. 3006.—Whereas the Central Government is of the opinion that an industrial dispute exists between the employers in relation to the management of Western Railway, Rajkot and their workmen in respect of the matter specified in the schedule hereto annexed;

And whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by Section 7A and clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri G. S. Barot shall be the Presiding Officer, with headquarters at Ahmedabad and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

“Whether the action of the management of Divisional Railway Manager, Western Railway, Rajkot in not promoting Shri Matadin as LWI on adhoc basis and promoting Shri H. R. Bosisia his junior is justified? If not, to what relief Shri Matadin is entitled?”

“Whether the action of the management of Divisional Railway Manager, Western Railway, Rajkot in not paying wages to Shri Dadan Khan for the period from 21-7-82 to 20-11-82 and also punishing him by way of DAR action simultaneously are justified? If not, to what relief is the workman concerned entitled?”

[No L-41011(70)/83-D. II.(B)]

आदेश

का. आ. 3007.—केन्द्रीय सरकार की राय है कि इससे उपावद्ध अनुसूची में विनिर्दिष्ट विषय के बारे में मैसर्स हिन्दुस्तान कॉपर लिमिटेड, डाकघर खेतड़ी नगर के खेतड़ी कॉपर कॉम्प्लेक्स के प्रबंधतंत्र से सम्बद्ध एक औद्योगिक विवाद नियोजकों और उनके कर्मकारों के बीच विद्यमान है ;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7क और धारा 10 की उपधारा (i) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री महेन्द्र भूषण शर्मा होंगे, जिनका मुख्यालय जयपुर में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है

अनुसूची

“क्या मैसर्स हिन्दुस्तान कॉपर लिमिटेड, डाकघर खेतड़ीनगर के खेतड़ी कॉपर कॉम्प्लेक्स के प्रबंधतंत्र की ओर से निकाली गई, श्री रामचन्द्र आर्य, जिसका फोड-27493 है, को 28-9-79 से बर्खास्त करने की कार्यवाही न्यायोचित है ? यदि नहीं, तो श्री रामचन्द्र आर्य किस अनुतोष का हकदार है ?”

[सं. एल-43012/3/83-डी-3(बी)]

ORDER

S.O. 3007.—Whereas the Central Government is of the opinion that an industrial dispute exists between the employers in relation to the management of Khetri Copper Complex of M/s. Hindustan Copper Limited, P. O. Khetri Nagar and their workmen in respect of the matter specified in the Schedule hereto annexed;

And whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by Section 7A and clause (d) of sub-section (i) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri Mahendra Bhushan Sharma shall be the Presiding Officer, with headquarters at Jaipur and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

“Whether the management of Khetri Copper Complex of M/s. Hindustan Copper Limited, P. O. Khetri Nagar is justified in dismissing Shri Ramchandra Arya Mechanic ‘A’ Code-27493 w.e.f. 28-9-79 ? If not, to what relief is Shri Ram Chandra Arya entitled ?”

[No. L-43012(3)/83-D. III(B)]

आदेश

का. आ. 3008.—केन्द्रीय सरकार की राय है कि इससे उपावद्ध अनुसूची में विनिर्दिष्ट विषय के बारे में उत्तरी

रेलवे, लखनऊ के प्रबंधतंत्र से सम्बद्ध एक औद्योगिक विवाद नियोजकों और उनके कर्मकारों के बीच विद्यमान है ;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7क और धारा 10 की उपधारा (i) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री राम बिहारी श्रीवास्तव होंगे, जिनका मुख्यालय कानपुर में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है ।

अनुसूची

“क्या प्रभागीय रेलवे प्रबंधक, उत्तरी रेलवे, लखनऊ की लोकोशेड लखनऊ के ड्राइवर, श्री शिव पाल, की ड्राइवर-“A” के पद से पदावनति करके उसे आदेश संख्या टी. पी. सी./377 अप 2/3/82 दिनांक 18-10-82 के द्वारा उसे शंटर का पद देने की कार्यवाही न्यायोचित है ? यदि नहीं, तो संबंधित कर्मकार किस अनुतोष का हकदार है ?”

[सं. एल-41012(61)/83-डी/II(बी)]

ORDER

S.O. 3008.—Whereas the Central Government is of the opinion that an industrial dispute exists between the employers in relation to the management of Northern Railway, Lucknow and their workmen in respect of the matter specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (i) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri Ram Behari Srivastava shall be the Presiding Officer, with headquarters at Kanpur and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

“Whether the action of the Divisional Railway Manager, Northern Railway, Lucknow in effecting reduction in rank from Driver ‘C’ to Shunter in respect of Shri Sheo Pal, Driver Locoshed, Lucknow vide Order No. TPC/377 up 2-3-82 dated 18-10-82 is justified ? If not, to what relief the concerned workman is entitled?”

[No. L-41012(61)/83-D. II(B)]

नई दिल्ली, 5 सितम्बर, 1984

आदेश

का. आ. 3009.—केन्द्रीय सरकार की राय है कि इससे उपावद्ध अनुसूची में विनिर्दिष्ट विषय के बारे में पश्चिम रेलवे

प्रशासन के प्रबंधन में संबद्ध एक औद्योगिक विवाद नियोजकों और उनके कर्मचारियों के बीच विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिये निर्देशित करना वांछनीय समझती है।

अतः केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7क और धारा 10 की उपधारा (i) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है, जिसके पीठासीन अधिकारी श्री महेंद्र भूषण शर्मा होंगे, जिनका मुख्यालय जयपुर में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिये निर्देशित करती है।

अनुसूची

- (i) "क्या पश्चिम रेलवे प्रशासन, जयपुर डिवीजन के प्रबंधन की फिटर श्री आई.बी. सिंह को 7-8-1979 से 10-12-1979 तक के समय का पूर्ण वेतन देने में मना करने तथा उसे केवल निलंबित समय का वेतन देने की कार्यवाही न्यायोचित है? यदि नहीं तो संबंधित कर्मकार किस अनुतोष का हकदार है?"
- (ii) "क्या पश्चिम रेलवे प्रशासन, जयपुर डिवीजन के प्रबंधन की अन्य कर्मचारियों के दावों की अपेक्षा करते हुए श्री के. के. मदलानी को डब्ल्यू.एल.-I के तदर्थ आधार पर प्रोत्त करने की कार्यवाही न्यायोचित है यदि नहीं, तो संबंधित कर्मकार किस अनुतोष का हकदार है?"

[सं. एल-41011/(72)/83-डी-2(बी)]

हरी सिंह, जैम्क अधिकारी

New Delhi, the 5th September, 1984

ORDER

S.O. 3009.—Whereas the Central Government is of the opinion that an industrial dispute exists between the employers in relation to the management of Western Railway Administration and their workmen in respect of the matter specified in the Schedule hereto annexed;

And whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by Section 7A and clause (d) of sub-section (i) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri Mahendra Bhushan Sharma shall be the Presiding Officer, with headquarters at Jaipur and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

- (i) "Whether the action of the management of Western Railway Administration, Jaipur Division in denying the payment of full wages to Shri I. B. Singh, Fitter from 7-8-79 to 10-12-79 and paying him only the wages for suspension is justified? If not, to what relief the workman concerned is entitled?"

- (ii) "Whether the action of the management of Western Railway Administration, Jaipur Division in promoting Shri K. K. Madhani as WLI on ad-hoc basis ignoring the claims of other employees is justified? If not, to what relief the concerned workmen are entitled?"

[No. I-41011(72)/83-D II(B)]

HARI SINGH, Desk Officer

New Delhi, the 11th September, 1984.

S.O. 3010.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government of Divisional Railway Manager, Eastern Railway, dispute between the employers in relation to the management of Divisional Railway Manager, Eastern Railway, Dhanbad and their workmen, which was received by the Central Government on 27-8-84.

BEFORE THE CENTRAL GOVERNMENT

INDUSTRIAL TRIBUNAL (NO. 2)

AT DHANBAD

Reference No. 141 of 1982

In the matter of Industrial Dispute under S. 10(1)(d) of the I.D. Act, 1947

PARTIES

Employers in relation to the management of Divisional Railway Manager, Eastern Railway, Dhanbad and their workmen.

APPEARANCES

On behalf of the employers : Shri M. M. Verma,
Railway Advocate.

On behalf of the workmen : Shri J. P. Singh,
Advocate.

STATE : Bihar. INDUSTRY : Railways
Dhanbad, Dated the 20th August, 1984

AWARD

The Government of India in the Ministry of Labour, in exercise of the powers conferred on them under Section 10 (1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication under Order No. I-41012(17)/82-D.II(B) dated the 2nd December, 1982 :

SCHEDULE

"Whether the action of the management of Divisional Railway Manager, Eastern Railway, Dhanbad in terminating the services of Shri Durga Prasad M.S. Grade I with effect from 5-2-80 is justified? If not, to what relief is the said workman entitled?"

The case of the management is that there is no relationship of employer and employee between the management and the concerned workman. A disciplinary proceeding was started against the concerned workman Shri Durga Prasad for causing obstruction in the carrying out of the normal repairs of the engine etc. on the report of the Loco Foreman, Dhanbad. The concerned workman filed his reply to the charges framed against him and an enquiry was made by Shri R. R. Prasad Senior Fuel Inspector who was nominated as an enquiry officer. During the course of the enquiry proceeding, witnesses were examined on behalf of the management. The concerned workman was represented by his defence helpers during the enquiry proceeding and the witnesses examined on behalf of the management were cross-examined at great length on his behalf. The concerned

workman and his defence helpers were given all opportunities to examine the documents for the defence of the concerned workman. The concerned workman did not either cite any witness or called for any document on his behalf during the enquiry proceeding. After completing the enquiry the Enquiry Officer submitted his report holding the concerned workman guilty of the charges. The disciplinary authority examined the report of the Enquiry Officer and considered the evidence, documents and W.S. of the concerned workman and thereafter found him guilty and passed the order of removal from service through a notice dated 2-2-80. The entire enquiry proceeding proceeded, in strict compliance to the rules. There is no illegality or irregularity in the enquiry proceeding or in the punishment inflicted upon the concerned workman. The concerned workman did not prefer any appeal against the order of his removal from service. The charges framed against the concerned workman was not for resorting to "Work to rule" but it was for obstruction in the carrying out works. On the above plea it is submitted on behalf of the management that the action taken by them against the concerned workman was justified.

The case of the concerned workman is that Shri Durga Prasad, the concerned workman was working as M.S. Grade-I under Loco Foreman, Eastern Railway, Dhanbad at the time of his removal from service. He was a permanent workman of the E.R. employed since 1945. Prior to his removal from service he was holding the post of Divisional Secretary, Indian Railways Loco Mechanical Staff Association which is the constituent body of All India Railway Employees Confederation having his head office at Delhi. The All India Railway Employees Confederation gave a call for work to rule movement from 8-5-79 to press certain long standing demand and grievances and for that demand notice had been served to all the concerned authorities under section 22 of the I.D. Act, 1947. The call for "Work to rule" movement although cannot be regarded as a strike but by way of caution the Confederation and the local constituent Indian Railways Loco Mechanical Staff Association gave notice as required under Section 22 of the I. D. Act. The "work to rule" movement actually means working according to rules and proper procedure. The management of the E.R. took this movement of "work to rule" otherwise and treated it as serious challenge to their authority and singled out the concerned workman who was the Divisional Secretary of the Indian Railways Loco Mechanical Staff Association for victimisation for his trade union activities. A suspension order dated 22-5-79 was issued against the concerned workman without any chargesheet in order to demoralise the workmen in general and to isolate the concerned workman who was taking leading part in the "Work to rule" movement being the Secretary of the Association. The concerned workman was served with major penalty charge dated 25-5-79 by the Divisional Mechanical Engineer (P), Dhanbad under rule 9 of the RS(D&V) Rule 1968 which did not contain any article of charges or misconduct committed by the concerned workman. The said chargesheet was quite illegal as there is no specific charges to which the workman concerned could reply. The concerned workman gave reply to the chargesheet on 6-6-79. An enquiry was ordered by DME (P) against the concerned workman. An enquiry was held into the charges against the concerned workman in a most perfunctory manner violating all the principles of natural justice. The concerned workman was not afforded reasonable opportunities to defend himself in the enquiry. He made representation dated 7-7-79 before the Enquiry officer for calling for documents and to make available those documents to the concerned workman, so that he could prepare his defence but the enquiry officer did not call for those documents and the enquiry was rushed through in haste in violation of the principles of natural justice. The enquiry officer was biased against the concerned workman and the enquiry officer himself acted as prosecutor cross-examining the management's witnesses in order to procure evidence against the concerned workman. The findings of the enquiry officer were perverse as the same was based on no evidence and none of the charges were proved against the concerned workman in the departmental enquiry. The enquiry officer held the concerned workman guilty of charges which were not levelled against him in the chargesheet. The DMF(P), Dhanbad who had issued the dismissal order dated 2-2-1980 against the concerned workman had no authority to dismiss the concerned workman as he was not his appointing authority. The removal of the concerned workman from service is a case of victimisation for his trade-union activities.

The concerned workman filed an appeal against the order of his removal from service but his appeal was summarily turned down by the Railway authorities. Thereafter the case of the concerned workman was taken up by the union and thereafter the dispute has been referred by the Government before the Tribunal for decision. The sponsoring union had every right to sponsor the present dispute and is the sole union representing the mechanical workmen employed in the E.R. including Dhanbad Division. The punishment of removal from service is illegal arbitrary and an act of victimisation for trade union activities and as such, the same is unjustified.

The only point for consideration in this reference is whether the termination of the services of the concerned workman was justified.

Although in the beginning of the hearing of this Reference an objection was raised on behalf of the concerned workman that the enquiry was not fair and proper, the same was given up and it was conceded by the concerned workman that the enquiry against him was fair and proper and as such he did not press for a decision on the said preliminary point, although one witness (E.O.) had been examined and cross-examined on the preliminary point. Accordingly the case was fixed for hearing on merit but the parties did not adduce any further oral evidence and agreed that the case be decided after hearing their argument with reference to the papers and documents which were already on the records and marked as Exs.

It was submitted on behalf of the management that in view of the fact that the enquiry was fair and proper and the punishment was imposed by the disciplinary authority after finding the concerned workman guilty of the charges, there is nothing now left to hold that the order of removal of the concerned workman from service is unjustified. On behalf of the concerned workman it has been submitted that although it has been conceded on behalf of the concerned workman that the enquiry was fair and proper, the Tribunal has to see whether the charges framed against the concerned workman have been established. It is further submitted that on perusal of the statement of the witnesses before the enquiry officer it would appear that none of the witnesses has supported the charges framed against the concerned workman and that the enquiring officer has found him guilty of the charges without any oral or documentary evidence against him.

In view of the above submissions of the parties it is only to be seen whether there were sufficient materials before the Enquiry officer to prove charges against the concerned workman. In order to appreciate the dispute in reference we may look back to the circumstances which led the management to frame charges against the concerned workman. It will appear from the case of the parties that All India Railway Employees Confederation gave a call for "Work to Rule" movement from 8-5-79 after serving due notice on the Railway administration and other concerned authorities for the fulfilment of their longstanding demands and when negotiations between the parties for settlement failed the Association gave a call for work to rule. All India Loco Mechanical Staff Association is a constituent unit of All India Railway Employees Confederation and as such the Loco Mechanical Staff of Dhanbad Division joined the work to rule movement and the Loco Mechanical Staff joined the said movement to work in accordance with the rule framed by the competent authority. The concerned workman being the Divisional Secretary of All India Loco Mechanical Staff Association, Dhanbad had to apprise the Loco Mechanical staff about the directives of his association. The loco mechanical staff started working according to rules and as such there was delay in making the old steam engines fit and safe and for this the Railway authorities became annoyed and were compelling the loco mechanical staff to work against the rules under threat of victimisation. It may be mentioned that life of most of the steam engines had expired and their conditions were in bad shape and due to introduction of diesel and electrical engines the steam engines were gradually being eliminated without replacing them by new engines. The conditions of the steam engines further deteriorated in the absence of necessary parts and materials in order to maintain and run the same. As the loco mechanical staff started the movement of work to rule these old engines could not be made fit and safe and the Railway authorities wanted now to run these steam engines after repairing them against the rules framed by the authorities.

themselves. The concerned workman being Divisional Secretary made representations to the Railway Minister against the Divisional Authorities for creating unsafe working conditions of the steam engines which may result in accident endangering human life and national properties and that engaged the Divisional authorities against the concerned workman leading his suspension on baseless charges which could not be proved by cogent evidence. The concerned workman has been singled out for the punishment as none of the other workers of Dhanbad Loco shed was charged or victimised. Having the above circumstances in the background it will appear that the concerned workman has been charged for the period when loco mechanical staff of Dhanbad Division were operating a movement or "work to rule" which call was given by All India Railway Employees Confederation and the concerned workman being Divisional Secretary of All India Loco Mechanical Staff Association being the constituent unit of All India Railway Employees Confederation and as such it cannot be said that the movement "Work to rule" was an isolated action resorted to by the concerned workman alone.

It will appear from the chargesheet Ext. M-1 that three charges were framed against the concerned workman. I will deal with each charge and the evidence led against the concerned workman before the E.Q. Separately.

Charge No. 1 relates to a secret meeting held under the banner of All India Loco Mechanical Staff Association, Dhanbad branch at Blacksmith shop on 17-5-79 under the Chairmanship of the concerned workman. It is alleged that the concerned workman in his address requested the loco mechanical staff not to manufacture any part locally and further instructed them not to attend on any loco engine outside the loco shed as a part or rigid observance of "Work to rule" movement. This allegation in the charge was made against the concerned workman on the basis of an extract from C.S.O's secret daily engine report dated 19-5-79. The said report had been forwarded under C.S.O's secret letter dated 19-5-79. On perusal of the said report which is annexed to the charge in Ext. M-1 it will appear that there is no report in it about instigating mechanical staff to deliberately delay in the day to day work under the "work to rule" movement as mentioned in charge No. 1. Although the said secret report formed basis of charge No. 1, the CSO who had made the said secret report did not appear before the enquiry officer in support of the facts stated in his report dated 19-5-79. No witness was examined to prove the said secret report before the enquiry officer. It will thus appear that there is complete lack of evidence to support charge No. 1 before the Enquiry Officer. No doubt no strict proof of document is required as provided under the Indian Evidence Act before the Enquiry Officer but the principles of natural justice cannot be brushed aside. There must be legal evidence against the concerned workman to prove charge No. 1. As neither C.S.O's report has been proved nor the person who had reported the same came to support before the Enquiry Officer, there was no legal evidence or materials before the Enquiry Officer to establish charge No. 1. In view of the above, I hold that as there was no material before the Enquiry Officer to prove charge No. 1 against the concerned workman his findings that the concerned workman was guilty of Charge No. 1 cannot be sustained and it has to be held that the said charge was not proved.

In charge No. 2 it is alleged that the concerned workman did not allow FIC Shri Bhola Prasad to change the injector steam cone housing joint of engine No. 12718/CWD from injector combination lying in a store for Jamalpur shops for repairs on the plea that a memo in writing by M.I.O. in person was necessary. Thus according to this charge Shri Bhola Prasad is the most important witness to throw light on the said allegation. The said Shri Bhola Prasad was examined as witness No. 4 before the Enquiry Officer. Shri Bhola Prasad witness No. 4 did not say before the Enquiry Officer that he was not allowed by the concerned workman to change the injector steam cone housing joint of Engine No. 12718/CWD. Witness No. 4 Shri Bhola Prasad has further stated in his examination before the Enquiry Officer that he had distributed the under gearing work of engine No. 8717 to fitter Shri Rahman and that on examination of the said engine brake block

Shri Rahman informed him that two brake blocks of the said engine had worn out and require changing and that Bhola Prasad personally examined the brake block and instructed Shri Rahman to reclaim two old brake blocks and change them with the worn out brake blocks and that accordingly it was changed. He further stated that Shri Rahman brought four new brake blocks and on enquiry by Shri Bhola Prasad as to why the new brake blocks had been brought when he had instructed only to adjust the brake blocks which were serviceable, Shri Rahman replied that he had brought the brake blocks as per instructions of the Head Mistry Shri Durga Mistry. It will further appear from his evidence that Shri Bhola Prasad took Shri Rahman to the Loco Foreman and reported the matter and on being enquired by the Loco Foreman Shri Rahman examined before the Enquiry Officer may also be was asked to change the brake blocks by Shri Durga Prasad, Head Mistry and that thereafter the Loco Foreman instructed Shri Rahman to obey the instructions of his FIC and that thereafter he went to the engine No. 8717 and simply adjusted the brake blocks as per instructions given earlier. At no point of his evidence in cross-examination in chief, Witness No. 4 Shri Bhola Prasad stated that the concerned workman did not allow him to change the injector steam cone of housing joint of engine No. 12718 from injector combination lying in the store for Jamalpur shops for repairs on the plea that a memo in writing by M.I.O. in person was necessary. It will thus appear that Shri Bhola Prasad did not give evidence in support of charge No. 2 of the concerned workman.

In this connection the evidence of witness No.5 Shri Rahman examined before the Enquiry Officer may also be considered. Shri Rahman has stated that on 21-5-79 Shri Bhola Prasad, FIC instructed him to do the under gear repair of Engine No. 8717/WG and that he went to the engine to check that under gearing and found the brake blocks in worn out condition and reported the result of his examination to FIC Shri Bhola Prasad who instructed him that the brake blocks which were serviceable should be allowed to continue in the same condition and adjust the same in position. He has further stated that three second hand brake blocks were changed with the three old brake blocks which were in bad shape and that he completed all the other brake gearing and undergear repairs including the adjustment of brake blocks of the engine. It will appear from his cross-examination that Shri Durga Prasad told him that if the brake blocks require changing they should be changed. He has further stated in his cross-examination to the question as to why he was taken to the LF by FIC, he told in his cross-examination also that the brake blocks require changing to which FIC did not agree and hence to settle the issue he was taken to the Loco Foreman and when the Loco Foreman ordered that the brake blocks should only be adjusted he obeyed him. Thus the evidence of witness No. 5 Shri Rahman also does not show that the concerned workman did not allow FIC Shri Prasad to change the injector steam cone housing joint of engine No. 12718 from injector combination lying in a store for Jamalpur store for repair on the plea that a memo in writing by the MIO in person was necessary. On consideration of the evidence of witness No. 4 and 5 before the Enquiry Officer it will appear that the concerned workman was not responsible for causing any obstruction in carrying out maintenance work of the engine in Loco shed and as such, the management could not establish charge No. 2 and there was complete lack of evidence to prove charge No. 2 against the concerned workman. In view of the evidence before the Enquiry Officer no unbiased enquiry Officer could hold the concerned workman guilty of charge No. 2 framed against him.

In Charge No. 3 it is alleged that on 21-5-79 engine 8717/WG while undergoing schedule I & II examination Fitter Rahman was assigned by FIC to adjust the brake blocks but the concerned workman overruled FIC's order and wanted the brake blocks to be changed with the intention of keeping the engine under repair and that ultimately the Fitter was produced before the Loco Foreman who instructed him to obey FIC's order. On the above allegations the concerned workman was being held responsible for causing obstructions to staff in obeying legal orders of his superiors and also overruling the orders given by the Chargeman.

I have already stated about the evidence of witness No. 5 Shri Rahman while discussing charge No. 2 and there is no need repeating his evidence again. It will appear from the evidence of witness No. 5 Shri Rahman made before the Enquiry Officer that he had said nothing regarding the allegations made in charge No. 3 against the workman. The FIC witness No. 4 Bhola Prasad also did not state anything regarding the allegations made in charge No. 3. As such it will appear that even charge No. 3 has not been established against the concerned workman before the Enquiry Officer.

In view of the above it appears that none of the three charges made against the concerned workman was established in the Enquiry Proceeding and that the findings of the Enquiry Officer made in Ext. M-4 was not at all based on any evidence adduced before him and accordingly it has to be held that the charges framed against the concerned workman had not been established and as such the punishment inflicted upon him could not have been passed.

It has been submitted on behalf of the concerned workman that the disciplinary authority did not state the names of the witness in annexure-4 of the Chargesheet but the Enquiry Officer had called for the witnesses on his own initiation with the mala fide motive to prove the charges against the concerned workman. The witness named in the chargesheet who had come to depose before the Enquiry Officer did not support the charges and other witnesses who had deposed before the Enquiry Officer were not competent witness in order to support the charges. On consideration of the entire evidence before the Enquiry Officer it appears that the charges against the concerned workman was not proved and as such it is immaterial whether the witnesses who had deposed before the Enquiry Officer were named in annexure 4 of the chargesheet or not.

The learned Advocate appearing on behalf of the concerned workman has drawn my attention to the chargesheet and to Rules 709RI (Revised) in terms of which disciplinary authority has to prepare definite charges on the basis of the allegations on which the enquiry is proposed to be held and it has also been enjoined in the said rule that a statement of allegations on which the charges are based should also accompany the chargesheet. It is submitted that the said rule has not been followed in the case of the concerned workman in as much as the statement of the allegations on which the charges are based did not accompany the chargesheet. In order to support his above contentions reference is made to the proceeding of the enquiry officer dated 16-7-79 which certified that no statement of imputations of misconduct and mis-behaviour was mentioned in annexure 2 of the chargesheet dated 26-5-79. It will also appear at page 12 para-2 of enquiry proceeding that it was certified by the enquiry officer that the report of Loco Foreman was not available. It is no doubt clear from the proceeding of the enquiry officer that the report of the Loco Foreman on the basis of which charge was framed was not made available to the concerned workman and as such, Rule 709 was not followed and there was irregularity in the enquiry proceeding which could even vitiate the enquiry proceeding.

Taking the entire facts, evidence and circumstances of the case into consideration I hold that the action of the management of Divisional Railway Manager, Eastern Railway, Dhanbad in terminating the services of the concerned workman Shri Durga Prasad, M.S. Grade-I w.e.f. 5-2-80 is not justified in view of the fact that the charges framed against him had not been established by cogent evidence before the Enquiry Officer. The concerned workman is, therefore, reinstated in service from 5-2-80 with all the back wages and benefits accruing to him thereafter.

This is my Award.

I. N. SINHA, Presiding Officer

[No. L-41012(17)/82-D II(B)]

HARI SINGH, Desk Officer

New Delhi, the 3rd August, 1984

S.O. 3011.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial No. 1 Bombay in respect of complaint under Section 33A of the said Act filed by the workman, which was received by the Central Government on the 25th August, 1984.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT BOMBAY

PRESENT :

Dr. Justice R. D. Tulpuke Esqr., Presiding Officer.

Complaint No. CGIT-1 of 1978

(Arising out of TCA No. 96 of 1974)

PARTIES : C. G. Viswanathan : Complainant.

V/s.

Dena Bank,

No. 17, Horniman Circle,

Port. Bombay-1.

: Opp. Party.

APPEARANCES :

For the complainant,—Mr. C. G. Viswanathan, applicant in person.

For the opposite party,—Mr. S. B. Turkaed, Advocate
Mr. P. M. Sagle, Chief Officer, Mr. S. R. Fdaillam,
Law Officer.

INDUSTRY : Banking.

STATE : Maharashtra.

Bombay, the 5th August, 1984

JUDGEMENT

This is complaint under Section 33-A of the Industrial Disputes Act, 1947 (Arising out of TCA No. 96 of 1974).

2. Today the matter was fixed for hearing. Mr. C. G. Vishwanathan, applicant in person does not press the application. Hence the complaint is disposed of. No order as to costs.

R. D. TULPUKE, Presiding Officer

[No. L-12025/10/83-D-II(A)]

New Delhi, the 4th September, 1984

S.O. 3012.—In pursuance of section 17 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. II, Bombay in the industrial dispute between the employers in relation to the State Bank of India, Goa, Daman & Diu, and their workmen, which was received by the Central Government on the 25th August, 1984.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY CAMP, MORMUGAO

Reference No. CGIT-2/3 of 1984

PARTIES :

Employers in relation to the management of State Bank of India, Badam Branch,

AND

Their Workman

APPEARANCES:

For the Employers—Shri V. G. Prabhu, Officer-in-Charge, Staff-Cell.

For the workman—Shri M. H. Parvatkar, Clerk.

INDUSTRY : Banking. STATE : Goa, Daman and Diu.
Mormugao, the 8th August, 1984

AWARD

(Dictated in the open Court)

By their order No. L-12012(179)/83-D.II(A) dated 19th January, 1984 the following dispute has been referred for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947:—

“Whether the action of the management of State Bank of India in relation to their Badam Branch in terminating the services of Shri Madan Rajaram Naik with effect from 24th August, 1979 is justified? If not, to what relief is the workman concerned entitled?”

2. The dispute has arisen because of alleged illegal termination of the services of the workman. It is the contention of the workman that he was in the service of State Bank of India, Badam Branch from 18th September, 1978 to 23rd September, 1979 on daily wages of Rs. 2.50 for working for six hours from 9.00 AM to 1.00 PM and 3.00 PM to 5.00 PM. It is alleged that though he was in the service continuously for more than 240 days his services were terminated without following the legal procedure and hence the dispute.

3. The Bank by their written statement firstly contends that there were latches on the part of the workman in approaching the Tribunal and the Bank wants the reference to be dismissed. It is admitted that the workman was serving as a Sweeper for cleaning the premises for an hour before opening time. However, it is contended that from 24th August, 1979 the workman never reported for duty and on the contrary he lost interest in the service because he had secured employment as a welder at Reddy, where he sustained an injury to his eye, and for his medical treatment he had approached the Bank for a loan on 20th March, 1981.

4. On the above pleading the following issues arise for determination and my findings thereon are:—

ISSUES	FINDINGS
(1) Is the workman guilty of latches?	Does not arise
(2) If yes, is the reference bad and untenable?	No
(3) Does the Bank prove that the workman was a casual workman?	Yes
(4) Had he completed 240 days of work in the particular year?	Yes
(5) Whether the Bank proved that the workman abandoned the work?	No
(6) Whether the relationship of employer-employee was legally terminated?	No
(7) Does the Bank prove that the workman was gainfully employed as alleged?	Yes
(8) Is the act of the management in terminating the services justified?	Not legal
(9) To what relief the workman is entitled?	As per award.
(10) What Award?	As per order.

5. For a reference under Section 10(1)(d) of the Industrial Disputes Act there is no period of limitation prescribed and therefore the concept of latches can never be imported, though there is delay on the part of the workman in approaching the Tribunal.

6. It is an admitted fact that the workman joined the service on 18th September, 1978 and worked at least till 24th August, 1979 as a part time Sweeper on daily wages of Rs. 2.50. No doubt on behalf of the workman there is no fulfilled statement of claim as such but there is a writing filed on 20th February, 1984 which can be treated as statement of claim ignoring the procedural defect. As already seen the service of the workman is admitted and what is in dispute is the period of work, the workman is saying it to be six hours, while the Bank is contending it to be one hour only, but the fact remains as a part time workman he was getting Rs. 2.50 per day as wages. The workman was in the service of the Bank from 18th September, 1978 to 23rd August, 1979 if not till 23rd September, 1979 and even if calculated accordingly the continuous service would be for more than 240 days so as to attract the provisions of Section 25F read with Section 25B of the Industrial Disputes Act and since the workman was in continuous service for one year, all the procedures as laid down under Section 25F becomes necessary. To overcome this defect it was pleaded that the workman had left the service or abandoned the service and it was not the Bank who severed the relationship of employer-employee. There is no proof adduced by the Bank in this regard and therefore the plea of abandonment of service cannot be accepted.

7. Once the abandonment of service is discarded what remains is the severance which was brought about without one month's notice in writing and payment of retrenchment compensation. Whether full time worker or part-time worker since the workman had worked for one year continuously in other words not less than one year under the employer, the employer must follow the procedure laid down under Section 25F of the Industrial Disputes Act which they have failed to do.

8. Once the termination is found to be retrenchment and it is nothing else but retrenchment under Section 2(oo) of the Act, normally when the retrenchment is illegal or not brought about by legal means reinstatement is ordered. In the instant case there are circumstances which cannot be ignored in the first place though the severance has taken place in the year 1979, I am told the dispute was raised in the year 1983. Why the workman remained silent almost for four years is a mystery and though I am not holding any bar of latches, this period of four years is bound to tell upon the final relief to be granted to the workman. The Bank has contended that because the workman had suffered injury to his eye, while serving with others, he had obtained loan for medical treatment. The fact that a loan was obtained for treatment of eye and the fact that in the application this fact was mentioned, has been conceded on behalf of the workman. It was however, contended that the Bank made the workman to state accordingly. I cannot believe this explanation and there is great force that the workman waited for four years before approaching the Tribunal because he was in better service somewhere else and he was suitably engaged. There cannot be any other reason for waiting for such a long time in these days of spiralling prices. This fact has therefore to be borne in mind before granting the final relief.

9. It is true that when any termination is found to be not according to law the normal relief is that of reinstatement. Here in this case however, in the first place the workman was a part-time employee and secondly he was in the service somewhere else and therefore not interested in the service, but for some development which is not known now he aspires for the service with the Bank and lastly the period for which the workman had waited from the time of alleged illegal termination also tells upon the relief to be granted. In these circumstances though reinstatement should have been the normal relief, instead I order that the Bank shall pay Rs. 1000 by way of compensation to the workman.

Award accordingly.

No order as to costs.

M. A. DESHPANDI, Presiding Officer
[No. L-12012/179/83-D.II(A)]
N. K. VERMA, Desk Officer

नई दिल्ली, 13 अगस्त, 1984

आदेश

क्र. आ. 3013.—इसमें उपावृद्ध अनुसूची में विनिर्दिष्ट औद्योगिक विवाद श्री जे. एम. मोहपात्र, पीठ नील अधिकारी, औद्योगिक अधिकरण, भुवनेश्वर के समक्ष लावन पड़े हैं।

और श्री जे. एम. मोहपात्र की सेवाएं अब उालबध नहीं रही हैं।

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 33 ख की उपधारा (i) के साथ मल्लि धारा 7 क के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एक औद्योगिक अधिकरण गठित करती है जिसे पीठासीन अधिकारी श्री के. सी. रथ होंगे, जिसका मुख्यालय भुवनेश्वर में होगा और उक्त श्री जे. एम. मोहपात्र, पीठ नील अधिकारी, औद्योगिक अधिकरण, भुवनेश्वर के समक्ष लावन उक्त विवाद के संबद्ध कार्यवाही का वापस देती है और उक्त श्री के. सी. रथ, पीठासीन अधिकारी, औद्योगिक अधिकरण, भुवनेश्वर को उक्त निर्देश के साथ स्थानांतरित करती है कि उक्त अधिकरण आगे कार्यवाही उस प्रक्रम में करेगा, जिस पर वह उसे स्थानांतरित की जाए तथा विधि के अनुसार उसका निपटारा करेगा।

अनुसूची

क्रमांक	सामान्य संख्या	भारत सरकार, धर्म मंत्रालय, नई दिल्ली में आदेश की संख्या और तारीख	पक्षकारों के नाम
1	2	3	4
1. आई. डी. 3/76	एल-17011/13/71-एल.आर.आई. दिनांक 6-1-76	मैसर्स राष्ट्रीय बीमा कंपनी लिमिटेड, बलकल्या। और उनके कर्मकार श्री बी. एस. दास	
2. आई. डी. 6/76	एल-26012(3)/76-डी-1(बी) दिनांक 22-9-1976	स्टील अथॉरिटी आफ इंडिया लिमिटेड का राऊरकेला स्टील प्लांट और उनके कर्मकार	
3. आई. डी. 9/77	एल-12011 (23)/76-डी-2(बी) दिनांक 26-12-1977	भारतीय खाद्य निगम, उड़ीसा क्षेत्र, क्षेत्रीय कार्यालय, बापूजी नगर भुवनेश्वर और उनके कर्मकार	
4. आई. डी. 2/78	एल-12012/134/77-डी-2(ए) दिनांक 2-5-1978	इंडियन ओवरसिज बैंक, भुवनेश्वर और उनके कर्मकार	
5. आई. डी. 5/76	एल-12011 (2)/76-डी-2(बी) दिनांक 23-9-1978	भारतीय खाद्य निगम भुवनेश्वर और उनके कर्मकार	
6. आई. डी. 2/79	एल-26011/12/77-डी-3(बी) दिनांक 30-9-1979	स्टील अथॉरिटी आफ इंडिया लि. का राऊरकेला स्टील प्लांट और उनके कर्मकार	
7. आई. डी. 3/79	एल-26011/11/77-डी-3(बी) दिनांक 28-6-1979	--पथोवन	
8. आई. डी. 6/79	एल-29011/37/78-डी-3(बी) दिनांक 17-12-1979	--पथोवन--	
9. आई. डी. 8/79	एल-26011/2/79-डी-3(बी) दिनांक 21-12-1979	स्टील अथॉरिटी आफ इंडिया लिमिटेड की राऊरकेला स्टील प्लांट की काल्टा आयरन माइन के ठेके- दार मैसर्स मार्निंग ट्रांसपोर्टिंग कंपनी और उनके कर्मकार	
10. आई. डी. 1/80	एल-29011/22/79-डी-3(बी) दिनांक 2-1-1980	मैसर्स फेराग्लासज कार्पागेशन लिमिटेड, भद्रक, जिला बालासोर की बोला क्रोमाइट माईन्स के प्रबन्धन और उनके कर्मकार	
11. आई. डी. 5/80	एल-26011/2/80-डी-3(बी) दिनांक 25-7-1980	मैसर्स एल लाल एण्ड कंपनी लिमिटेड, बाराबिकल नयोक्षर और उनके कर्मकार	

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12. आई. डी. 9/80	एल-26011/4/80-डी-3(बी) दिनांक 25-7-1980	जिन्लिंग लंगलोटा आयर्न माईन्स आफ मैसर्स एम. लाल एण्ड कंपनी लि., बाराबिल, कयोझर और कर्मचार	
13. आई. डी. 7/80	एल-26011/5/80-डी-3(बी) दिनांक 25-7-1980	-पथोक-	
14. आई. डी. 8/80	एल-26011/7/80-डी-3(बी) दिनांक 25-7-1980	-पथोक-	
15. आई. डी. 9/80	एल-26011/8/80-डी-3(बी) दिनांक 25-7-1980	-पथोक-	
16. आई. डी. 11/80	एल-12012/135/79-डी-2(बी) दिनांक 26-9-1980	पंजाब और मिथ, बैर, कटक का प्रबंधन और श्री हरपाल सिंह	
17. आई. डी. 14/80	एल-26011/13/80-डी-3(बी) दिनांक 17-10-80	जिन्लिंग लंगलोटा आयर्न माईन्स आफ मैसर्स एम. लाल एण्ड कंपनी लि. बाराबिल, कयोझर वनाम उनके कर्मचार	
18. आई. डी. 15/80	एल-38012/2/79-डी-4(ए) दिनांक 15-11-1980	पारदीप पोर्ट ट्रस्ट पारदीप, जिला कटक का प्रबंधन और उनके कर्मचार	
19. आई. डी. 1/81	एल-24012/1/80-डी-4(बी) दिनांक 26-8-1980 एल-24012/1/80-डी-4(बी) दिनांक 15-12-1980	मेट्रोल कॉलफील्ड लि., बारा कॉलियरी की तलवार कॉलियरी का प्रबंधन और जी. सी. दास	
20. आई. डी. 2/81	एल-26011/12/77-डी-3(बी) दिनांक 16-1-1981	राऊरकेला स्टील प्लांट आफ स्टील अथॉरिटी आफ इंडिया लिमिटेड और उनके कर्मचार	
21. आई. डी. 8/81	एल-26012/11/80-डी-3(बी) दिनांक 28-1-1981	जिन्लिंग लंगलोटा आयर्न माईन्स आफ मैसर्स एम. लाल एण्ड कंपनी बाराबिल, कयोझर और उनके कर्मचार	
22. आई. डी. 5/83	एल-26011/18/80-डी-3(बी) दिनांक 4-3-1981	अधीक्षक, उडीसा गनिम विकास कंपनी लिमिटेड, ठकुरानी बाया बाराबिल कयोझर 2. प्रबंधक, ठकुरानी आयर्न माईन्स आफ मोहम्मद मराजुद्दीन एण्ड कंपनी ठकुरानी, कयोझर 3. क्षेत्रीय प्रबंधक, उडीसा माईनिंग कारपोरेशन लिमिटेड, बाराबिल कयोझर 4. कमिश्नर एक्जीक्यूटिव आफ मैसर्स एम. लाल एण्ड कंपनी बाराबिल, कयोझर 5. प्रबंधक, रोईदा आयर्न माईनिंग आफ के. एन. राम. बाराबिल, कयोझर 6. क्षेत्रीय प्रबंधक, गधम देन आयर्न माईन्स आफ आ. एम. सी. लिमिटेड, लुआकाटी, कयोझर 7. प्रशासनिक अधिकारी, हिन्दुस्तान जेनरल इलेक्ट्रिकल कारपोरेशन लिमिटेड, बाराबिल, कयोझर 8. प्रबंधक, गुआली, कयोझर 9. मैसर्स अर्जुन लाडा, बैबाभा 10. मैसर्स एम. सी. पाथे, भाउन और, जोदा, कयोझर	

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			<p>11. प्रबन्धक, रांगुटारया आयरन माईन्स आफ मैसर्स, आर. एम्. बी देव बारबिल, क्योडार</p> <p>12. प्रबन्धक, जलहारी आयरन माईन्स आफ मैसर्स के. एम्. सी. बनभानी, क्योडार</p> <p>13. प्रबन्धक, जाजम आयरन माईन्स आफ मैसर्स एल. जी. पाडे बारबिल, क्योडार</p> <p>14. मैसर्स रांगुटा माईन्स प्राईवेट लि. चैबासा, सिधभूमि</p> <p>15. मंगीलाल रांगुटा, चैबासा सिधभूमि, और उनके कर्मकार</p>
23. आई. डी. 6/81	एल-24012/1/81-डी-4(बी) दिनांक 24-7-81		मेन्टून कालफील्ड लि. डेरा कॉलेजरी का प्रबन्धन और उनके कर्मकार
24. आई. डी. 8/81	एल-38012/1/80-डी-4(ए) दिनांक 13-8-1981		पारदीप पोर्ट ट्रस्ट, पारदीप, जिला कटक का प्रबन्धन और उनके कर्मकार
25. आई. डी. 9/81	एल-29011/14/80-डी 3(बी) दिनांक 29-8-1981		राऊरकेला स्टील प्लांट आफ स्टील अथॉरिटी आफ इंडिया, राऊरकेला और उनके कर्मकार
26. आई. डी. 10/81	एल-26011/14/80-डी-3 (बी) दिनांक		-यथोक्त-
27. आई. डी. 1/82	एल-26024 / 2/81-डी-3(बी) दिनांक 5-1-1982		-यथोक्त-
28. आई. डी. 2/82	एल-26011/9/81-डी-3(बी) दिनांक 23-1-1982		बरमुथा आयरन और माईन्स आफ. बी. राऊरकेला स्टील प्लांट आफ स्टील अथॉरिटी आफ इंडिया लिमिटेड, राऊरकेला और उनके कर्मकार
29. आई. डी. 4/82	एल-18012/16 /81-डी-4(बी) दिनांक 17-3-1982		आई. बी. बेली एरिया, मैसर्स डब्ल्यू. सी. एल. बृजराजनगर मंबलपुर वेस्टर्न कॉलफील्ड्स लिमिटेड, आई. बी. बेली एरिया बृजराजनगर और उनके कर्मकार
30. आई. डी. 5/82	एल-29011 / 48/ 81-डी-3(बी) दिनांक 10-5-1982		बिराग स्टोर लाईम कंपनी लिमिटेड, बिरागिजापुर, मुन्धरगढ़ और श्री महेन्द्र दीप
31. आई. डी. 6/82	एल-12011/38/80-डी-2(ए) दिनांक 10-5-1982		इलाहाबाद बैंक, कलकत्ता का प्रबन्धन और उनके कर्मकार
32. आई. डी. 7/82	एल-13012/6/ 81-डी-3(बी) दिनांक 31-5-1982		भितरल एकराजोरेजन कारपोरेशन लिमिटेड, नागपुर और उनके कर्मकार
33. आई. डी. 8/82	एल-24012(7)/82-डी-4(बी) दिनांक 7-7-1982		मेन्टून कालफील्ड्स लिमिटेड, धनकनाल का प्रबन्धन, और उनके कर्मकार
34. आई. डी. 9/82	एल-12011(64)/81-डी-4(ए) दिनांक 22-7-1982		<p>1. उडिपन बैंक दुर्गापुर ब्रांच, दुर्गापुर</p> <p>2. आरिस्टॉक बैंक आफ कामसे, दुर्गापुर</p> <p>3. बैंक आफ वडौद, दुर्गापुर ब्रांच, दुर्गापुर</p> <p>4. रेना बैंक दुर्गापुर ब्रांच, बाकारो स्टील मिटी ब्रांच और जमशेदपुर ब्रांच, दुर्गापुर</p> <p>5. गुाईटिड चर्मगियल बैंक मिटी सेन्टर ब्रांच, दुर्गापुर</p> <p>6. आन्ध्र बैंक, दुर्गापुर</p> <p>7. मेन्टून बैंक आफ इंडिया, दुर्गापुर</p> <p>8. इलाहाबाद बैंक दुर्गापुर ब्रांच, दुर्गापुर</p> <p>9. न्यू बैंक आफ इंडिया, दुर्गापुर और उनके कर्मकार</p>

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35. आई. डी. 10/82	एल-12011(43)/81डी-2(ए) दिनांक 11-8-1982	इलाहाबाद बैंक, बोकारो स्टील सिटी ब्रांच, बोकारों स्टील सिटी, धनबाद। 2. बैंक आफ बडौदा, बोकारो स्टील सिटी ब्रांच, बोकारो स्टील सिटी, धनबाद। 3. ब्रांच प्रबन्धक, सिड्डीकेट बैंक, बोकारो स्टील सिटी ब्रांच, बोकारों स्टील सिटी, धनबाद और उनके कर्मकार।
36. आई. डी. 12/82	एल-29012/12/81-डी-3(बी) दिनांक 19-8-1982	राऊरकेला स्टील प्लांट आफ स्टील अथारिटी आफ इंडिया लिमिटेड और उनके कर्मकार।
37. आई. डी. 14/82	एल-27012/1/82-डी-3(बी) दिनांक शून्य	बिबकुन्दी मँगनिज माईंस आफ टाटा आयरन एण्ड स्टील कंपनी लिमिटेड, जोदा, क्योक्षर और श्री एन. एस. दूबे।
38. आई. डी. 1/83	एल-12011/3-82-डी-4(ए) दिनांक 20-1-1983	क्षेत्रीय प्रबन्धक, आन्ध्र बैंक, भुवनेश्वर और उनके कर्मकार।
39. आई. डी. 2/83	एल-38012/3/83-डी-4(ए) दिनांक शून्य	पारादीप पोर्ट ट्रस्ट, पारादीप बटन, और श्री बी. भोई।
40. आई. डी. 3/83	एल-29012/81/82-डी-3(बी) दिनांक 1-7-83	मैसर्स बिसरा स्टोर लाईम माईंस कंपनी लिमिटेड, विरमित्रा पुर और श्री मंगाराम दीप।
41. आई. डी. 4/83	एल-12012/301/82-डी-2(ए) दिनांक 30-7-1983	1. युनाईटेड बैंक आफ इंडिया, राऊरकेला। 2. आर. एम. युनाईटेड बैंक आफ इंडिया, भुवनेश्वर और उनके कर्मकार।
42. आई. डी. 1/84	एल-12012/26/83-डी-4(ए) दिनांक 23-12-1983	मैसर्स आन्ध्रा बैंक, कटक, और उनके कर्मकार।
43. आई. डी. 2/84	एल-29012/3/77-डी-3(बी) दिनांक 18-12-1984	श्री पी. के. जैन, रेजिग कंट्रेक्टर आफ दूंगरी लाईमस्टोर माईंस आफ मैसर्स इंडस्ट्रीयल डिवलपमेंट कारपोरेशन, आफ उडीसा लि. और उनके कर्मकार।
44. आई. डी. 3/84	एल-26012/27/83-डी-3(बी) दिनांक 21-2-1984	मैसर्स एस. लाल एण्ड कंपनी लिमिटेड, आनर आफ जिल्लिंग लगलोटा आयरन और माईंस बाराबिल, क्योक्षर और उनके कर्मकार।
45. आई. डी. 4/84	एल-29011/26/83-डी-3(बी) दिनांक 28-2-1984	सुन्दरगढ़ माईनिंग लेवर कंट्रेक्ट कोपरेटिव सोसाइटी लिमिटेड, कंट्रेक्टर पुरणापानी लाईम स्टोर एवं डोलोमाईट क्वेरी आफ राऊरकेला स्टील प्लांट आफ एस. ए. आई. एल. पुरणापानी, जिला सुन्दरगढ़ और उनके कर्मकार।
46. आई. डी. 5/84	एल-29011/13/84-डी-3(बी) दिनांक 2-3-1984	बिसरा स्टोर लाईम कंपनी लिमिटेड, बिरामित्रापुर, सुन्दरगढ़, और उनके कर्मकार।
47. आई. डी. 7/84	एल-26012/25/83-डी-3(बी) दिनांक 23-3-1984	मैसर्स एस. लाल एण्ड कंपनी लि., आनर, जिल्लिंग लगलोटा आयरन और माईंस बाराबिल, क्योक्षर और उनके कर्मकार।
48. आई. डी. 9/84	एल-26012/6/78-डी-3(बी) दिनांक शून्य	मैसर्स एम. एच. रहमान, आनर आफ गौली आयरन माईंस पो. भार्गव, क्योक्षर और उनके कर्मकार।

1	2	3-	4
49. आई.डी. 10/84	एल-27012/3/83-डी-3(बी) दिनांक मई, 1984	इंगानिखारन मैगनीज माइंस आफ मैगनीज और (इंडिया) लिमिटेड, नागपुर और उनके कर्मकार।	
50. आई.डी. 11/84	एल-27011/14/83-डी-3(बी) दिनांक मई, 1984	सिजगारा गुर्दा बालदा एण्ड कलमाती मैगनीज माइंस आफ उड़ीसा, उड़ीसा माइनिंग कारपोरेशन भुवनेश्वर और उनके कर्मकार।	
51. आई.डी. 12/84	एल-29011/77/83-डी-3(बी) दिनांक 30-5-1984	उड़ीसा कंस्ट्रक्शन कारपोरेशन भुवनेश्वर और उनके कर्मकार।	
52. आई.डी. 13/84	एल-26011/9-83/डी-3(बी) दिनांक गून्य	मैसर्स मित्रसेन एण्ड कम्पनी, ठेकेदार, कमीरा आयल माइंस आफ उड़ीसा, माइनिंग कारपोरेशन लि., मैसर्स बारबिल माइनिंग कं., ठेकेदार, काल्टा आयरन माइंस आफ राउर केला स्टील प्लांट और मैसर्स कलिंग माइनिंग एण्ड ट्रांसपोर्ट कं., ठेकेदार काल्टा आयरन और माइंस, राउरकेला स्टील प्लांट के प्रधानतः और उनके कर्मकार।	

क्रमांक	विविध मामला संख्या	प्रार्थना पत्र से संबंधित प्रमुख विषय की संख्या।	प्रार्थना पत्र की प्राप्ति की तारीख	औद्योगिक विवाद अधिनियम की धारा	पक्षकारों के नाम
1	2	3	4	5	6
1. 1983 का एक	आई.डी. 5/81	6-5-1983	33(2)	मैसर्स एस. लाल एंड कंपनी लि. बारबिल बनाम श्री बैदा मोहनता	
2. 1983 का दो	आई.डी. 5/81	6-5-1983	33(2)	मैसर्स एस. लाल एण्ड कंपनी लि. बारबिल बनाम श्री बकुंठा तांती	
3. 1983 का तीन	आई.डी. 5/81	26-7-1983	33(2)	श्री एस. लाल एण्ड कंपनी लिमिटेड, बारबिल बनाम श्री सुदाम सिंह	

[सं एल-11025 (6)/84-डी-4(बी)]
एम. एस. मेहता, डेस्क अधिकारी

New Delhi, the 13th August, 1984

ORDER

S.O. 3013.—Whereas the industrial dispute specified in the Schedule hereto annexed are pending before Shri J.M. Mahapatra the Presiding Officer, Industrial Tribunal, Bhubaneswar.

And whereas the services of Shri J.M. Mohapatra are no longer available;

Now, therefore, in exercise of the powers conferred by section 7A read with sub-section (i) of section 33B of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal, the Presiding Officer of which shall be Shri K.C. Rath with headquarters at Bhubaneswar and withdraws the proceedings in relation to the disputes pending before the said Shri J.M. Mohapatra, Presiding Officer, Industrial Tribunal, Bhubaneswar and transfers the same to Shri K.C. Rath Presiding Officer, Industrial Tribunal, Bhubaneswar with the direction that the said Tribunal shall proceed with the proceedings from the stage at which they are transferred to it and dispose of the same according to law.

THE SCHEDULE

Sl. No.	Case No.	Number and date of the order of the Government of India, Ministry of Labour, New Delhi.	Name of the Parties
1	2	3	4
1.	I.D. 3/76	17011/13/71-LRI dt-6-1-76	M/s. National Insurance Company Limited, Calcutta.
2.	I.D. 6/76	L-26012(3)/76-D.IV(B) dt. 22-9-76.	And its workman Sri B.S. Das Rourkela Steel Plant of Steel Authorities of India Ltd. And Their workman.
3.	I.D. 9/77	L-42011(23)/76-D.II(B) dt. 20-12-77	Food Corporation of India, Orissa region, regional Office, Bapujinagar Bhubaneswar. And Their workman.
4.	I.D. 2/78	L-12012/134/77-D.IIA dt. 2-5-78	Indian Overseas Bank, Bhubaneswar And Their workman.
5.	I.D. 5/78	L-42011(2)/76-D.II(B) dt. 23-9-78.	Food Corporation of India, Bhubaneswar And Their workman.
6.	I.D. 2/79	L-26011/12/77-D.III(B) dt. 30-6-79	Rourkela Steel Plant of Steel Authority of India Limited. Vrs. Their workman.
7.	I.D. 3/79	L-26011/11/77-D.III(B) dt. 28-6-79	Rourkela Steel Plant of Steel Authority of India Limited. And Their workman.
8.	I.D. 6/79	L-29011/37/78-D.III(B) dt. 17-12-79	Rourkela Steel Plant of Steel Authority of India Limited. And Their workman.
9.	I.D. 8/79	L-26011/2/79-D.III(B) dt. 21-12-79	M/s. Mining Transporting Company, Contractor of Kalta Iron mines of Rourkela Steel Plant of Steel Authorities of India Limited. And Their workman.
10.	I.D. 1/80	L-29011/22/79-D.III(B) dt. 2-1-80	Management of Boula Chromite Mines of M/s. Ferro Alloys Corporation Ltd. Bhadrak, Dist-Balasore. And Their workman.
11.	I.D. 5/80	L-26011/2/80-D.III(B) dt. 25-7-80	M/s. S. Lal & Company Ltd. Barbil Keonjhar. And Their workman.
12.	I.D. 6/80	L-26011/4/80-D.III(B) dt. 25-7-80.	Jililing Longalota Iron Mines of M/s. S. Lal & Co. Ltd. Barbil, Keonjhar. And Their workman.
13.	I.D. 7/80	L-26011/5/80-D.III(B) dt. 25-7-80	Jililing Longalota Iron Mines of M/s. S. Lal & Co. Barbil, Keonjhar. And Their workman.

1	2	3	4
14. I.D. 8/8	L-26011/7/80-D.III(B) dt. 25-7-80	Jilling Longalota Iron Mines of M/s. S. Lal & Co. Ltd. Barbil Keonjhar. And Their workman.	
15. I.D. 8/80	L-26011/S/80-D.III(B) dt. 25-7-80	Jilling Longalota Iron Mines of M/s. S. Lal & Co. Ltd. Barbil, Keonjhar. And Their workman.	
16. I.D. 11/80	L-12012/135/79-D.II(B) dt. 26-9-80	Management of Punjab and Sindh Bank, Cuttack. And Sri Harpal Singh.	
17. I.D. 14/80	L-26011/13/80-D.III(B) dt. 13-10-80	Jilling Longalota Iron Mines of M/s. S. Lal & Co. Barbil, Keonjhar. Vs. Their workman.	
18. I.D. 15/80	L-38012/2/79-D.IV(A) dt. 15-11-80.	Management of Paradeep. Port Trust, Paradip, Dist., Cuttack. And Their workman.	
19. I.D. 1/81	L-24012(1)/80-D.IV(B) dt. 26-8-80. L-24012(1)80-D.IV(B) dt. 15-12-80.	Management of Talcher Colliery of Central Coalfield Ltd. Dera Colliery. And Sri G.C. Das.	
20. I.D. 2/81.	L-26011/12/77-D.III(B) dt. 16-1-81.	Rourkela Steel Plant of Steel Authority of India Ltd. And Their workman.	
21. I.D. 3/81	L-36012/14/80-D.III(B) dt. 26-1-81	Jilling Longalota Iron Mines of M/s. S. Lal & Com- pany Barbil, Keonjhar. And Their workman.	
22. I.D. 5/81	L-26011/18/80/-D.III(B) dt. 4-3-81	(1) Supdt. Orissa Mineral Development Company Ltd. Thakuranivia Barbil, Keonjhar. (2) The manager Thakurani Iron Mines of Md. Serajuddin & Co. Thakurani Keonjhar. (3) Regional Manager, Orissa Mining Corporation Ltd. Barbil Keonjhar. (4) The Commercial Executive M/s. S. Lal & Co. Barbil Keonjhar. (5) The Manager Roida Iron Mines of K.N. Ram Barbil, Keonjhar. (6) Regional Manager, Gandhamardan Iron Mines of O.M.G. Ltd., Luakati, Keonjhar. (7) Administrative Officer Hindustan General Electrical Corporation Ltd., Barbil, Keonjhar. (8) Manager Guali, Keonjhar. (9) M/s. Arjuna Ladha, Chaibasa. (10) M/s. S.C. Padhee Mine owner Joda, Keonjhar. (11) The Manager, Surguturia Iron Mines of M/s. R.S.B. Deo Barbil, Keonjhar. (12) Manager, Jalhari Iron Mines of M/s. K.M.C. Banspani, Keonjhar.	

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			(13) Tanager Jaong Iron Mines of M/s. H.G. an 'ya Barbi. Koonjhar
			(14) M/s. Kungta Mines Pvt. Ltd. Chaibasa, Singhbhum.
			(15) Mangilai Rungta, Chaibasa Singhbhum.
			And Their workman.
23. I.D. 6/81	L-24012(1)/81-D IV(B) dt. 24-7-81.		The management of Central Coalfields Ltd. Dera Colliery
			And Their workman.
24. I.D. 8/81	L-33012(1)/81-D IV(A) dt. 13-8-81.		The Management of Paradip Port Trust, Paradip, Orissa-Orissa.
			And Their workman.
25. I.D. 9/81	L-26011/14/80-D.III(B) dt. 29-8-81.		Rourkela Steel Plant of Steel Authority of India, Rourkela.
			And Their workman.
26. I.D. 10/81.	L-26011/14/80-D.III(B)		Rourkela Steel Plant of Steel Authority of India.
			And Their workman.
27. I.D. 1/82.	L-26021/2/81-D.III(B) dt. 5-1-82.		Rourkela Steel Plant of Steel Authority of India Limited.
			And Their workman.
28. I.D. 2/82.	L-26011/5/81-D.III(B) dt. 23-1-82.		Jagasia Iron Ores Mines of the Rourkela Steel plant of Steel Authority of India Limited, Rourkela.
			And Their workman.
29. I.D. 4/82.	L-13012(16)/81-D IV(B) dt. 17-2-82.		In Valley Area, M/s. W.C.L. Brajarajnagar, Sambalpur Western Coalfields Ltd., In Valley Area, Brajaraj-nagar.
			And Their workman.
30. I.D. 5/82.	L-29011/48/81-D III(B) dt. 19-5-82.		Birsa Stone Lime Co. Ltd., Biramitrapur, Sunderghra.
			And Sr Mohendra Dip.
31. I.D. 6/82	L-12011/38/80-D II(A) dt. 10-5-82.		Management of Allahabad Bank, Calcutta.
			And Their workman.
32. I.D. 7/82.	L-47012/6/81-D.IV(A) dt. 31-5-82.		Mineral Exploration Corporation Limited, Nagpur.
			And Their workman.
33. I.D. 8/82.	L-24012(7)/82-D.IV(A) dt. 3-7-82.		Management of Central Coalfields Limited, Dhenkanal.
			And Their workman.
34. I. D. 9/82.	L-17011 (64)/81-D. IV (A) dt. 22-7-82.		(1) Indian Bank. Durgapur Branch, Durgapur.
			(2) Oriental Bank of Commerce, Durgapur.
			(3) Bank of Baroda, Durgapur Branch, Durgapur.
			(4) Dena Bank Durgapur Branch, Bokaro Steel City Branch and Jamshedpur Branch, Durgapur.

1	2	3	4
			(5) United Commercial Bank City Centre Branch, Durgapur (6) Andhra Bank, Durgapur. (7) Central Bank of India, Durgapur. (8) Allahabad Bank Durgapur Branch, Durgapur. (7) New Bank of India Durgapur. And Their workman Allahabad Bank, Bokaro Steel City Branch, Bokaro Steel City, Dhanbad. (2) Bank of Baroda, Bokaro Steel City Branch, Bokaro Steel City, Dhanbad. (3) The Branch Manager, Syndicate Bank Bokaro Steel City Branch, Bokaro Steel City Dhanbad. And Their workman. Rourkela Steel Plant of Steel Authority of India Limited, And Their workman. Bichakundi Managanese Mines of Tata Iron and Steel Co. Limited, Joda, Keonjhar. And Sri N.S. Dubey. Regional Manager, Andhra Bank, Bhubaneswar. And Their workman. Paradip Post Trust, Paradip, Cuttack. And Sri B. Bhoi. M/s. Bisna Store Lime Store Mine Co. Ltd., Biramitra- pur. And Sri Managaran Deep. (1) United Bank of India Rourkela. (2) R.M. United Bank of India Bhubaneswar. And Their workman. M/s. Andhra Bank, Cuttack. And Their workman. Sri P.K. Jena, Raising Contractor of Dungri Lime Store Mines of /M/s. Industrial Development Corporation of Orissa Limited.. And Their workman. M/s. S. Lal and Co. Limited, Owner of Jilling Longlota Iron Ore Mines Barbil, Keonjhar. And Their workman. Sundergarh Mining Labour Contract Co-operative Society Limited, Contractor Purunapani Lime Store & Delamite Quarry of Rourkela Steel Plant of S.A.I.L. Purunapani, Dist. Sundergarh. And Their workman.
35. I.D.10/82.	L-12011(43)/81-D. II (A) dt. 11-8-82.		
36. I.D. 12/82.	L-29012/12/81-D.III (B) dt. 17-8-82		
37. I.D. 14/82.	L-27012/1/82-D.III (B) dt. Nil.		
38. I.D.1/83.	L-12011/3/82-D.IV (A) dt. 20-1-83.		
39. I.D.2/83.	L-38012/3/83-D.IV (A) dt. Nil.		
40. I.D.3/83.	L-29012/81/82-D.III (B) dt. 1-7-83.		
41. I.D.4/83.	L-12012/301/82-D.II (A) dt. 30-7-83.		
42. I.D.1/84.	L-12012(26)/83-D.IV (A) dt. 23-12-83.		
43. I.D.2/84.	L-29012/3/77-D.III (B) dt. 18-12-84.		
44. I.D.3/84.	L-26012/27/83-D.III (B) dt. 21-2-84.		
45. I.D. 4/84.	L-29011/86/83-D.III (B) dt. 28-2-84.		

1	2	3	4
46. I.D.5/84.	L-29011/13/84-D.III (B) dt. 2-3-84	Bisra Store Lime Co. Limited, Biramitrapur, Sundergarh. And Their workman.	
47. I.D.7/84.	L-26012/25/83-D.III (B) dt. 23-3-84.	M/s. S. Lal & Co. Limited, Owner Jilling Longalota Longalota Iron Ore Mines, Barbil, Keonjhar. And Their workman.	
48. I.D.9/84.	L-26012/6/78-D.III (D) dt. Nil.	M/s. M.H. Rahman Owner of Gauli Iron Mines P.O. Gauli, Keonjhar. And Their workman.	
47. I.D.10/84.	L-27012/3/83-D.III (B) dt. May, 1984.	Inganijharan Manganese Mines of Manganese Ore (India) Limited, Nagpur. And Their workman.	
50. I.D.11/84.	L-27011/14/83-D.III (B) dt. May, 84.	Siljora Gurda Balda and Kalamati Manganese Mines of Orissa, Orissa Mining Corporation Bhubeneswar. And Their workman.	
51. I.D.12/84.	L-29011/77/83-D.III (B) dt. 30-5-84.	Orissa Construction Corporation Bhubanaswar. And Their workman.	
52. I.D.13/84.	L-26011/9/83-D.III (B) dt. Nil.	Management of Messrs Metersen and Co. Contractors, Kasira Iron Mines of Orissa, Mining Corporation Ltd., Messrs Barbil Mining Co, Contractor, Kalta Iron Mines of Rourkela Steel Plant and Messrs Kalinga Mining and Transporting Co. Contractor, Kalta Iron Ore Mines, Rourkela Steel Plant. And Their workman.	

Sl. No.	Misc. Case No.	Number of the main case in connection with which this application has arisen.	Date of receipt of the application.	Section of the I.D. Act.	Name of the parties.
1	2	3	4	5	6
1.	1 of 1983	I.D.5/81	6-5-1983.	33 (2)	M/s. S. Lal and Co. Ltd. Barbil Vrs Sri Baida Mohanta
2.	2 of 1983	I.D.5/81	6-5-1983	33 (2)	M/s. S. Lal and Co. Ltd. Barbil Vrs Sri Baikuntha Tanti.
3.	3 of 1983	I.D.5/81	26-7-83	33 (2)	M/s. S. Lal and Co. Ltd. Barbil Vrs Sri Sudam Singh.

New Delhi, the 10th September, 1984

S.O. 3014.—in pursuance of section 17 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad in the industrial dispute between the employers in relation to the management of E.C. Ltd., Sanctoria, P.O. Dishegarh, Distt. Burdwan and their workmen, which was received by the Central Government on the 30th August, 1984.

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 91/82

PRESENT :

Shri J. N. Singh,
Presiding Officer.

PARTIES :

Employers in relation to the management of Eastern Coalfields Ltd., Sanctoria, P.O. Dishegarh (Burdwan),
AND

Their workman.

APPEARANCES :

For the Employers—Sri B. N. Lala, Advocate

For the workman—Sri J. D. Paul, Advocate.

STATE : West Bengal.

INDUSTRY : Coal

Dated, the 24th August, 1984

AWARD

The Govt. of India in the Ministry of Labour in exercise of the powers conferred on them U/s. 10(1)(d) of the Industrial Disputes Act, 14 of 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-19012-(105)/82-D.IV(B) dated the 24th September, 1982.

SCHEDULE

“Whether the action of the Chairman-Jam-Managing Director M/s. Eastern Coalfields Limited, Sanctoria, P.O. Dishegarh (Burdwan) in not regularising Md. Samsuddin, Washerman with effect from 31-1-73 is justified? If not, to what relief is the workman concerned entitled?”

2. The case of the workman is that he is working as Washerman under the management of Eastern Coalfields Ltd., in the Company's Guest House at Sitalpur. He has been working there as such since before take over and nationalisation of non-coking coal mines. The said guest house prior to take over and nationalisation belonged to Bengal Coal Co.

3. It is then stated that he has been provided with a quarter in the premises of the Guest House and all facilities for washing clothes of the Guest House like water washing materials etc. are provided to him by the management since before nationalisation. He washes clothes of the Guest House and is a full time employee of the company such as Sweepers, Gardeners, Cooks, Waiters etc.

4. It is, however, submitted that all other employees working in the Guest House such as cooks, sweepers were all regularised after take over and there is no reason as to why the concerned workman should also not be treated as regular employee of the company. According to him washermen working in different hostels of the company are full time regular employees and of the same pattern he should be regularised as full time worker. His demand is that he is entitled to be regularised as regular employee with effect from 31-1-73 when the mines were taken over by the Government.

5. The case of the management, however, is that there is no relationship of employer and employee between the concerned workman and the management and it is stated that the concerned workman was never employed as full time washerman either by the erstwhile owner or by the present management as regular employee and because he is not a workman the present dispute is not maintainable. It is also submitted that the Coal Mines Employees Union has no jurisdiction to raise the present dispute.

6. According to the management the concerned workman is a public washman of the society and he is not residing in the premises of the Guest House as alleged. He washes clothes of the guests on certain rates and also washes clothes of the Officers of the colliery. He is, however, given bad sheets and other clothes of the guest house which he washes on certain rates for which he submits bill and payment is made by voucher. It is denied that the washing materials were ever supplied by the erstwhile owner or the present management. It is submitted that as there is no relationship of employer and employee the question of regularisation does not arise at all.

7. The point for consideration is as to whether the action of the management in not regularising Md. Samsuddin the concerned workman as washerman with effect from 31-1-73 is justified.

8. On behalf of the workman there is solitary evidence of the workman himself who has stated that he was working as a permanent washerman of the guest house in question during the time of Bengal Coal Co., and continued to do so after take over and nationalisation. There is no paper with him to prove that he ever worked as a regular employee of the Bengal Coal Co., or even under the present management. The concerned workman in his evidence has stated that he was getting Rs. 150 per month from the Bengal Coal Co., and the same amount he is getting from the present management. But there is no such pleadings in the written statement nor there is any document to prove the said fact. If the concerned workman would have been getting Rs. 150 per month since before take over and nationalisation he must have in his possession some papers to prove the said fact. Admittedly he never received any appointment letter nor he was ever a member of C.M.F.U. though he claims to be an employee since 1968. There is also no evidence to show that the washing materials were ever supplied to him by the erstwhile management or by the present management.

9. The concerned workman also pleaded in his written statement that he was residing in one of the quarters attached to the Guest House but this fact is also not correct. It is in evidence that there are certain quarters attached to Guest house meant for Cooks, Bearers, Sweepers, Malis etc. of the guest house. In evidence the concerned workman has stated that he is not residing in any of the quarters attached to the guest house but he is residing in one of the servants' quarter attached with the Manager's bungalow. MW-3 is Sri L. P. Singh, General Manager in Kapasara Area. At the time of take over he was Manager at Sitalpur guest house. It is stated by him that the concerned workman was brought to the guest house and he had allowed him to stay in one of the servants' quarter attached to his bungalow as he used to wash his clothes and was getting 0.20 paise for cotton piece and 0.30 paise for terry cotton piece. This witness was Manager of Sitalpur from 1967 to 1970 and again from December '72 to November '73. He has also stated that if the concerned workman would have been in any way connected with the company at the time of take over, the management must have recommended his name for absorption in the company which he did in several other cases. He has also stated that the concerned workman never approached him for it. He has, however, stated that like a public washerman the concerned workman washed clothes of the guest house also for which he was paid for each item of clothes washed by him.

10 MW-1 Sri Chittaranjan Sengupta is Manager Administration in Eastern Coalfields. All the guest houses are under his charge. He has stated that the concerned washerman washed clothes of the guest house as a private washerman and for which he was paid for each item of clothes washed by him and that he was not an employee of the guest house.

He has denied that the concerned workman was ever provided with any quarter of the guest house. Similar is the evidence of MW-2 Personnel Manager and MW-4 Senior Personnel Officer, all of whom have stated that the concerned workman is a public washerman and he washes clothes of the public including clothes of these witnesses and other officers. MW-4 has also stated that the concerned workman is also running a Lundry. The workman, however, has stated that the said Lundry belongs to his son though he also sits in the Lundry.

11. The management has also filed the bills submitted by the concerned workman for washing clothes of the guest house which have been marked Ext. M-3 series. These bills would show the items of clothes washed by the concerned workman and the rate of washing. All these bills admittedly bear the signature of the concerned workman and he was paid through voucher Ext. M-4 series.

12. It is in evidence of the management that in other guest houses of Eastern Coalfields also there are washermen who wash clothes and they get payment for each item and in proof of it Ext. M-6 series have been filed. All these documents thus clearly indicate that the concerned workman washed clothes of the guest house for which he payment for each item at certain rate and they do not show that he was a regular employee of the guest house and was getting any monthly pay.

13. The management has also filed Ext. M-1 which is a reference made on the demand of the workmen of Sitalpur and other guest houses for fixing their working hours. In this reference the name of all the workmen of Sitalpur guest house have been mentioned but the name of the concerned workman does not appear in it. If the concerned workman would have been working in the guest house as an employee then his name must have found mentioned in it. Ext. M-2 is the dispute raised by this very sponsoring union on which the aforesaid reference was made and there also the name of the concerned workman does not appear.

14. The only document produced on behalf of the workman is his photograph copy Ext. W-1 but it does not indicate anything. It does not prove that he got any identity card from the erstwhile management.

15. It will also appear that though the concerned workman claims to be in employment since 1968 and take over took place in the year 1973 but he never raised any dispute for his regularisation till 1982 when the present Reference was made. It is admitted by the workman himself that he did not raise any dispute earlier. Admittedly the Cooks Bearers, Sweepers etc. of the guest house were regularised after take over and nationalisation but even at that time the concerned workman did not raise any dispute which clearly means that he was not an employee of the guest house but was a public washerman and after a lapse of about 9 years he has come with his stale claim which cannot be allowed nor there is any evidence to substantiate it.

16. Considering the evidence on record, I hold that there was no relationship of employer and employee between the management and the concerned workman and that the concerned workman is a public washerman and so the action of the management in not regularising him with effect from 31-1-73 is fully justified. In the circumstances he is not entitled to any relief.

17. The award is passed accordingly.

J. N. SINGH, Presiding Officer,
[No. L-19012(105)/82-D.IV(B)]

S.O. 3015.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the industrial dispute between the employers in relation to the management of Ranpur Unit of Parbelia Colliery of E.C. Ltd and their workman, which was received by the Central Government on the 31st August, 1984.

779 GI/84 7

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 50 of 1983

In the matter of Industrial Disputes under S 10(1)(d) of the I.D. Act, 1947.

PARTIES :

Employers in relation to the mangement of Ranipur Unit of Parbelia Colliery of Eastern Coalfields Ltd. and their workmen.

APPEARANCES :

On behalf of the employers—Shri B. N. Lala, Advocate.
On behalf of the workmen—None.

STATE : West Bengal.

INDUSTRY : Coal.

Dated, Dhanbad, 28th August, 1984

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication under Order No. L-19012(26)/83-D.IV(B) dated the 31st October, 1983.

SCHEDULE

"Whether the management of Ranipur Unit of Parbelia Colliery under Eastern Coalfields Ltd., P.O. Neutoria Distt, Purulia was justified to reject the year of birth as 1928 in respect of Shri Ram Bachan Singh Havildar as per CMPE record ? If not, to what relief the workman is entitled ?"

After the notices were sent to the parties the management filed their W.S.A. petition was filed by the Secretary, Colliery Mazdoor Sabha representing the workmen praying a 'No dispute' Award in view of the fact that the concerned workman Shri Ram Bachan Singh was retrenched due to his permanent disablement as per the clause of NCWA-II and NCWA-III.

In view of the fact that the concerned workman was retrenched due to his permanent disablement and the sponsoring Union submits that the instant dispute has become ineffective, a 'No dispute' Award is made in this reference.

J. N. SINHA, Presiding Officer.

[No. L-19012(26)/83-D.IV(B)]

New Delhi, the 11th September, 1984

S.O. 3016.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1 Bombay, in the industrial dispute between the employers in relation to the management of New Majri Colliery of Western Coalfields Limited. and their workmen, which was received by the Central Government on the 4th September, 1984.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT BOMBAY

Reference No. CGIT-9 of 1984

Employers in relation to the Management of New Majri Colliery of M/s. WCL Chandrapur.

AND

Their Workmen

APPEARANCES:

For the employer—Mr. P. S Nair, Advocate.

For the workmen—Mr. S Mashar, President KKK Sang.

STATE : Maharashtra

INDUSTRY : Mining

Bombay, daed the 26th day of July, 1984

AWARD

The Government of India, Ministry of Labour, by order No. L-22012(68)/83-D. III(B)/D.V. dated 27th April, 1984 in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred to this Tribunal for adjudication an industrial dispute between the employers in relation to the management of New Majri Colliery of M/s. WCL post office Majri, Dist. Chandrapur (MS) and their workmen in respect of the matters specified in the schedule mentioned below :—

SCHEDULE

“Whether the action of the mangement of New Majri Colliery of M/s. Western Coalfields Ltd Post Office Majri, Distt. Chandrapur (MS) in striking off the name of Shri Ramkrishan Batur workman with effect from 14-6-82 and thereby effecting termination of services is justified ? If not to what relief the workman is entitled ?”

Parties filed their settlement. Today when it was fixed for hearing after some discussion the parties intimated that they have settled the dispute and filed the terms of settlement. The employee as well as his union member were present. He accept this settlement. I am satisfied that it is genuine. I accept the settlement and pass an award in terms of the settlement.

Award accordingly.

R. D. TULPUJE, Presiding Officer

[No. L-22012(68)/83-D.IV(B)/D.V.]

S.O. 3017.—In pursuan e of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of WCL and their workmen, which was received by the Central Government on the 31st August, 1984.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL— CUM-LABOUR COURT JABALPUR (MP)

Case No. C. GIT/LC(R)(34) of 1981

(Ref. Notification No. L-22012(5)/81-D IV(B), dt. 22-3-81).

PARTIES :

Employers in relation to the Management of Satpura II Mines of Pathakhera Area of W.C. Ltd., P.O. Pathakhera, District Betul (MP) and their workman Shri P. S. Choudhary, Clerk Grade II, represented through the Koyla Khadan Karamchhari Congress, Western Coalfieldst Ltd., P.O. Pathakhera, District Betul (M.P.).

APPEARANCES :

For Management—Shri P. S. Nair, Advocate.

For Union—Shri L. N. Mathotra, Advocate.

DISTRICT : Betul (MP) INDUSTRY : Coal.

AWARD

Dated 24th August, 1984

The Central Government in exercise of its powers under section 10 of the Industrial Disputes Act, 1947 referred the following question for adjudication vide notification cited above :—

“Whether the action of the Management of Western Coalfields Limited in relation to their Satpura II Mines of Pathakhera Area, P.O. Pathakhera, Distt. Betul (MP) in dismissing Shri P. S. Choudhary, Clerk Grade II vide their letter No. WCL/Agent/

Sat-Group/Estt. (M)176 dated 4th August, 1980 is justified ? If not, to what relief is the concerned workman entitled”.

A departmental inquiry was instituted against P. S. Choudhary, who at the relevant time, was Secretary of the worker's Union known as K.K.K. Congress, in Satpura II Mines of Pathakhera Area of Western Coalfields Limited. He was charge-sheeted for preparing a false T.A. Bill. I reproduce the relevant part of the charge and the statement of allegations :—

“That you have submitted a false T.A. Bill for Rs. 562 for journey claimed to have been undertaken by you on official duty from Pathakhera to Calcutta on 6-5-78 by road and back on 13-5-78 to 15-5-78 again by road. It has been reported that you have neither undertaken the said journey for going to Calcutta and coming back on aforesaid dates nor were present in the Arbitration proceedings held at Calcutta on 8-5-78 and 9-5-78.

In the said T.A. Bill you have also deliberately failed to mention specifically the name of the Union which you went to represent during the arbitration proceedings at Calcutta on the aforesaid dates. By an agreement dated 25-8-77 it was clearly specified that the Management will bear the TA/DA expenses of only 2 representatives of each Union. It is understood that at the relevant time you were office bearer of K.K.K.C. and if at all, you would have represented this Union in the arbitration proceedings at Calcutta. But, we find that the 2 representatives of this Union have already submitted T.A. Bills separately for attending arbitration proceedings. In view of the above, it is evident that you have intentionally taken an advance of Rs. 500 towards this journey and have misappropriated the same and also have submitted a false T.A. bill to perpetuate a fraud on the company”.

He was also charged in the same domestic inquiry in respect of another misconduct. My learned predecessor by an order dated 4-11-1982 came to the conclusion that Choudhary could not be held guilty of the other misconduct. He came to the conclusion that the domestic inquiry cannot be said to be vitiated because of any illegality or for non-observance of the rules of natural justice. The main question that was left to be decided therefore, was whether the findings of the Inquiry Officer on the charge-sheet quoted above, were based on proper and reasonable appreciation of evidence adduced before him. Now, it is settled view that this Tribunal can re-appreciate the evidence and itself to come to its order the conclusion as to whether the charges have been proved on the evidence adduced. It is wholly unnecessary to repeat the various facts in this case as I am annexing the order of my learned predecessor who decided one part of this Reference. I will proceed to examine whether the charge on the first point as to making of false T.A. Bill could be sustained against the delinquent official.

Choudhary was a grade II Clerk. Admittedly, he was also the Secretary of a Union. Now, it was agreed between the various Unions and the Management that the latter would bear all expenses of the Union representatives, going to Calcutta for attending the arbitration proceedings. The relevant clause of the agreement reads as under :—

“Expenses of the arbitration including fees of the Arbitrator and parties will be borne by the Management, restricting the number of such officials to two each of the parties whose expenses will be so borne.”

By the above clause, the number of representatives attending the Calcutta arbitration was restricted to two. It is pertinent to note that the agreement is with the Union and, therefore, the Union was entitled to be reimbursed the expenses of its representatives. The representatives as such had no locus standi to demand reimbursement of the expenses incurred in attending the Calcutta arbitration. This position is important as it has a very material bearing in appreciating the conduct of Choudhary.

According to the Management, Choudhary had drawn an advance of Rs. 500 against TA/DA expenses for attending arbitration at Calcutta. Subsequently, he submitted a bill of Rs. 562 as expenses incurred by him in Calcutta. We are not concerned whether the balance amount of Rs. 62 was paid or not. But according to the Management, this constituted a serious misconduct as Choudhary did not go to Calcutta and did not attend the arbitration, whereas he had claimed Rs. 200 for going to Calcutta and Rs. 200 for the return journey. Then he has claimed Rs. 162 as daily allowance at the rate of Rs. 18 per day. From his bill, it would appear that he undertook the journey to Calcutta by road and the distance between the Colliery and Calcutta is 1358 kms.

It is true that Choudhary could not claim reimbursement from the Management, but he being a low paid employee, seems to have drawn an advance against his proposed visit to Calcutta. It appears that the Account Department of the Management, as also Choudhary, did not appreciate the true position that he as representative of a Union was not entitled to directly demand from the Management the payment of T.A. It could have been done by the Union he represented but if he has drawn such a payment, it cannot be said to be a misconduct. After all, the payment had been drawn against the emoluments he was to receive from the company. If it was held to be irregular, it could always be deducted from his salary for the next month without any trouble. Moreover, it was for the Management not to have passed the payment of the advance amount. He cannot be said to have done any misconduct upto this stage.

Proceeding further, it would be seen that to start with it was the intention of the Union that he should be a representative at the Calcutta arbitration proceedings Choudhary was its Secretary and it cannot be denied that when he was holding such an important office, the Union had decided to put him as one of the representatives. Choudhary, in the bona fide belief, drew the advance for going to Calcutta. If the Union decides that he should not represent it but someone else should represent, such a decision was wholly competent and open to the Union. Choudhary cannot be said to have committed any fraud if he had gone to Calcutta to represent the arbitration proceedings. I am merely mentioning those extreme positions to indicate the thin case of misconduct the Management has tried to put up against him. It may also be said here that if at the time of taking the advance, he had not mentioned in his application the name of the Union whom he was going to represent, the advance payment could have been refused but it could not be imputed that he had done so mischievously or deliberately or that non-mention of the name of the Union itself amounted to misconduct. The Accounts Department should have been more careful and should have refused the payment. But as I have already pointed out earlier, he was Secretary of the Union and hopefully he was to be the representative of the Union at the arbitration proceedings.

Choudhary's case is that he went to Calcutta by road and fell sick. He has produced a medical certificate of the doctor who attended him. He, therefore, could not attend the arbitration proceedings at Calcutta. Much of the effort in the inquiry was devoted to prove that he did not attend the arbitration proceedings. It is admitted by Choudhary that he could not attend the arbitration proceedings as he had fallen sick. Having taken the advance for going to Calcutta, he was bound to submit the claim for the expenses of journey undertaken by him and therefore, even though he did not attend the arbitration proceedings, he could submit such a bill. It was open to the Management to pay such a bill or not but representation of the bill itself could not be said to be fraudulent.

The other position that is wholly clear is that the Management was bound to defray the expenses of two representatives of each of the Unions participating in the arbitration proceedings at Calcutta. Therefore, if payment on behalf of more than two representatives was demanded, the Management could refuse such a demand under the agreement. From all these facts, it would be noticed that there is no element of fraud or falsity involved. Mistakenly the payment has been made by the Management directly to the representative and such a payment could always be deducted from the salary of such a person.

Much stress has been laid on the fact that Choudhary claimed Rs. 200 the journey running into 1358 kms. done by road. This is always permissible. The intention is that the representative should go by train and probably they would be given the first class fare but that seems to be the extreme limit upto which the travelling expenses could be charged. Therefore, when Choudhary put the amount of Rs. 200 as expenses for a road journey, it could not be said that any irregularity was done. Here again, it was open to the Accounts Department of the Management to pass or refuse the payment or to pay a lesser amount but not much could be made of the fact that he had done a long journey of 1358 kms. and charged only Rs. 200.

We then come to the next important point whether he had really gone to Calcutta or not. The medical certificate produced by him clearly indicated that he had been attended by Dr. R. N. Choudhary of Calcutta between 8th of May and 12th of May, 1978. Unless it is proved that during this period Choudhary had not gone to Calcutta, it is difficult to disbelieve this certificate. In this aspect of the matter, instead of going on surmises and conjectures, it is much better to view it in a broad manner to find out the misconduct. Merely because people generally do not go by road to Calcutta, it is no ground to presume that the journey was not made by road. Since there is evidence to show that he had gone to Calcutta and that he fell sick there, the bottom is knocked out of the Management's case. There remains then only the question whether he could be paid the expenses of going to Calcutta. There is no element of fraud or deceit much less when the advance was taken. It may well be that a number of persons of Congress Union had gone to Calcutta but the Management had to defray the expenses of only two representatives. Choudhary did not attend the arbitration meeting and therefore, was not entitled to claim TA/DA, but it was for the Union to decide it as it was their internal matter. I do not see why a person should not be paid the TA/DA if he had gone to Calcutta and fallen sick there. The charges seem alright as far as they go to impute that no journey to Calcutta was undertaken by Choudhary but once it is proved that he has actually gone there no misconduct survives against him. Rest of the allegations against him are misconceived and do not really amount to misconduct as the element of fraud is wanting.

I am, therefore, of the view that no misconduct is established against Choudhary. His removal from service was not justified. He would be deemed to be in service. He has not worked for all these days and in the circumstances of the case, I would only award half back wages from the date of order of dismissal from service. There shall be no order as to costs.

August 24th 1984.

JUSTICE K. K. DUBE, Presiding Officer

BEFORE JUSTICE SHRI S. R. VYAS (RETD.) PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-1 LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/IC(F)(34)/1980

(Ref. Notification No. L-22012(5)/83-B.IV Dated 22-8-83), PARTIES:

Employers in relation to the management of Satpura II Mine of Pathakhera Area, of WC Ltd. P.O. Pathakhera, District Betul (M.P.) and their workman Shri P. S. Choudhary, Clerk Grade II, represented through the Koila Khadan Karamachari Congress, Western Coalfields Ltd., P.O. Pathakhera District Betul (M.P.)

APPEARANCES.

For Union—Shri L. N. Malhotra, Advocate

For Management—Shri P. S. Nair, Advocate.

INDUSTRY : Coal.

DISTRICT : Betul (MP).

ORDER

Dated, November 4, 1982

Briefly stated the facts giving rise to this dispute are these. Shri P. S. Choudhary was an employee in the Satpura II Mines of the Pathakhhera Area of the Western Coalfields Ltd. He was employed as a Clerk Grade II but was after a domestic enquiry dismissed by an order passed by the management of the Mines on 4-8-1980. It is the justification for this order of dismissal that is the subject of this reference.

2. In the Colliery there were four workmen's Unions viz. (1) BZRKK Sangh (2) BKKMS (3) SKMS and (4) KKK Congress. The workman was an office bearer of the Union, KKK Congress. Sometime before 1978 there was a settlement between the aforesaid unions and the management of the mine, according to which certain disputes were referred to the Sole Arbitration of the Chief Labour Commissioner (Central). In the Arbitration proceedings the management had agreed that two representatives of each of the Union who elected to attend the proceedings will have their TA and DA paid by the management.

3. Vide Ex. M/13 the workman Shri P. S. Choudhary, hereinafter referred to as the workman, applied for an advance of Rs. 500 to meet his T.A. and D.A. for his journey to Calcutta to attend the arbitration proceedings. Besides this workman another workman by name Shri Farooqui was also to accompany the workman to Calcutta.

4. Since the management held doubt about the workman's attendance at Calcutta they made an enquiry from the Chief Labour Commissioner vide Ex. M/14 dated 17-1-1979 and desired to know if the workman had or had not attended the arbitration proceedings. The management vide Ex. M/15 dated 5-2-1979 was informed by the office of the Chief Labour Commissioner that this workman did not attend the arbitration proceedings which were fixed for 8th and 9th May 1978. The workman had in the mean time submitted his T.A. Bill (Ex. N/17) claiming his T.A. and DA from 6th to 13th May, 1978. The bill was passed for payment by the management. It is not known whether payment of the TA bill passed for payment by the management was or was not received by the workman. As according to the management the workman had claimed T.A. and D.A. in respect of a journey, which according to it, was at all performed he was served with a charge-sheet Ex. M/1 on 6-3-1979. After the charge-sheet was according to the management, delivered to the workman and he was asked to reply he, instead of replying to the charge-sheet made a false representation that the charge-sheet served on him did not bear the signatures of the superintendent of the Mines. Later on, however, another copy of the charge-sheet was served on the workman but this statement that an unsigned charge-sheet was served on him, according to the management, constituted another act of misconduct on the part of the workman. He was therefore, served another charge-sheet Ex. M/2 on 13-3-1979.

5. In reply to both the charge-sheets the workman denied the allegations made in the charge-sheets and contended, that on account of his being an active worker of the workers union the management was trying to harass him.

6. The management thereafter vide Ex. M/6 dated 17-3-1979 considered the reply submitted by the workman and appointed Shri S. K. Gupta, Superintendent of Mines, Pathakhhera Mine No. II as an Enquiry Officer. The Enquiry Officer then fixed dates for hearing and after a few adjournments on the request of the workman held an enquiry. In this enquiry both the parties led evidence. The Enquiry Officer vide Ex. M/19 found that the workman was guilty of both the charges. These findings were considered by the Agent of the Satpura Mine who by the impugned order dated 4-8-1980 accepted the findings of the Enquiry Officer and treating the charges as sufficient to warrant an order of dismissal that gave rise to industrial dispute between the parties. Since the dispute was not settled during the conciliation proceeding the Central Government referred the following dispute to this Tribunal:—

Betul (M.P.) is dismissing Shri P. S. Choudhary, Clerk Grade II vide their letter No. WCL/Agent/Sat-Group/Estt(M)/176 dated 4th August, 1980 is justified. If not, to what relief is the concerned workman entitled?"

7. Before this Tribunal the workman's contentions are that he had gone to Calcutta in accordance with the agreement between the management and the Unions that he claimed his T.A. and D.A. according to this agreement; that at Calcutta he could not attend the sittings of the arbitration as he was not well; that he had produced a certificate about his illness from an Authorised Medical Practitioner; that on 28-2-1979 there was a strike by the Clerical staff of the Mine who refused to disburse the bonus; that because of this refusal the bonus had to be disbursed by the officers of the mine; that in order to take revenge on the workman who was an active worker of the Union a false charge-sheet was served on him that the Enquiry Officer acted with prejudice and bias; that the Enquiry Officer colluded with the management to give adverse findings; that the charge-sheet were served on him only with a view to prevent the worker from taking part in trade union activities; that according to the settlement between the Parties TA and DA was claimed only for two workman though more than two had accompanied the workman to Calcutta; that the charges were false frivolous and were meant only to harass the workman and that in these circumstances the order of dismissal passed by the management is liable to be set aside.

8. On behalf of the management, it was contended that the workman was rightly charge-sheeted for having claimed T.A. and D.A. in respect of a journey which was not performed by him; that the two charge-sheets served by the management on the workman were based on facts which were proved during the enquiry proceedings; that the facts on the part of the workman to make such a claim was a serious misconduct on his part; that the representation by the workman that he was delivered an unsigned charge-sheet also constituted misconduct on his part; that there was no bias or prejudice on the part of the Enquiry Officer against the workman; that the enquiry was held strictly in accordance with the principles of law and natural justice; that in view of the fact that the workman was found guilty on both the charges the management was justified in passing the impugned order of dismissal; that there is neither invalidity nor any illegality in the conduct of the enquiry and that the order of dismissal passed by the management was fully justified both on facts as well as in law.

9. On these pleadings of the parties the following issues were framed for trial :—

ISSUES

1. Whether the domestic enquiry held against the workman by the management was in accordance with law and principles of natural justice?
2. If the domestic enquiry held against the workman is not found to be invalid, then whether the punishment awarded to the workman was justified both on facts as well as in law?
3. To what relief are the parties entitled to?

10. As desired by the parties the aforesaid Issue No. 1 was tried as a preliminary issue. Evidence was given by both the parties. After the close of the evidence Counsel for both the parties were heard. My finding on Issue No. 1 is that the enquiry held against the workman was in accordance with the law and principles of natural justice and the workman is not entitled to challenge it on any valid grounds.

"Whether the action of the management of Western Coalfields Limited, in relation to their Satpura II Mines of Pathakhhera Area, P.O. Pathakhhera, Distt.

Reasons for the aforesaid finding :

11. It was stated by the learned Counsel for the workman that the enquiry was mala fide and was motivated to harass the workman for his trade union activities. So far as the conduct of the enquiry and the proceedings held during this enquiry nothing was urged on behalf of the workman. I shall, however, deal with this question also after dealing with the allegations of mala fides and motive to harass the workman for his trade union activities.

12. It is an admitted fact that on 25-8-1977 (vide Ex. M/16) there was a settlement between the management of the W.C. Ltd. and some workmen's Unions, according to which, certain disputes were to be settled by arbitration by an Arbitrator. It was in order to attend these arbitration proceedings that the workman, as per terms of the settlement, applied for an advance of Rs. 500 vide Ex. M/13 dated 5-5-1978 and the same was sanctioned by the management. It was presumed that this amount of Rs. 500 will be utilised by the workman to meet his travelling and other expenses for his journey to and back from Calcutta. It was vide Ex. M/14 dated 17-1-1979 that the management made a confidential enquiry from the Chief Labour Commissioner, New Delhi about the attendance of the workman before him in connection with the arbitration proceedings. The Chief Labour Commissioner's office vide Ex. M/15 dated 5-2-1979 informed that the workman had not attended the arbitration proceedings.

13. It is contended by the workman that on 27th or 28th February, 1979 there was a settlement by the clerks of the mine and the clerks had refused to disburse bonus to the workman. The officers of the mines therefore had to disburse bonus themselves. The workman was said to be one of the clerks who joined the strike. Participation in this strike is said to be motive behind the service of the two charge-sheets on the workman on 6th and 13th March, 1979. In the background of the aforesaid strike, the workman alleges, the action of the management on service of the charge-sheet was mala fide. I do not feel incline to accept these contentions.

14. Journey was said to have been performed by the workman in the month of May, 1978. He had submitted the T.A. Bill (Ex. M/17) subsequently. The T.A. Bill, however, does not specify the date on which it was presented. On the top right hand corner of this Bill the figures "1236/25/9" appear. It may be that it was on 25th September, 1978 that the workman had presented this bill for being passed for payment. The management, however, made enquiries from the office of the Chief Labour Commissioner in January, 1979 and the reply was received in February, 1979 (See Exts. M/14 and Ex. M/15). When the enquiry was made vide Ex. M/14 and the reply was received vide Ex. M/15 the strike referred to by the workman by the end of 1979 was not there. It cannot, therefore, be said that because of this strike only the aforesaid enquiries were made and after the reply was received, the workman was charge-sheeted.

15. The management had agreed to bear the T.A. and D.A. of the workman for attending the Arbitration proceedings. The workman submitted his T.A. Bill in which he claimed that he performed the journey from Pathakhara to Calcutta and back by road and claimed equivalent of First Class Fare. Pathakhara is not at a short distance from Calcutta and the nearest road journey from Pathakhara would be Betul, Betul to Nagpur, Nagpur to Calcutta. The mode of journey indicated by the workman must have aroused suspicion in the mind of the management and therefore the aforesaid enquiry must have been made. It cannot, therefore, be said that there was any element of mala fides on the part of the management to charge-sheet the workman for having presented a false T.A. Bill in respect of the journey specified in the T.A. Bill. Whether the journey was actually by the mode specified in the T.A. Bill was therefore made a subject of enquiry by the management.

16. Even assuming that there was a strike as alleged by the workman; that bonus had to be disbursed by the offi-

cers instead of by the clerical staff including the workman and that the management was not happy because of the strike, it cannot be said that there was any element of mala fides on the part of the management to charge-sheet the workman. The facts as they were brought to the notice of the management prima facie justified the framing of the charge-sheet Ex. M/1 on the workman. I cannot, therefore, accept the contention that the charge-sheet Ex. M/1 was the result of mala fides on the part of the management because of the workman's alleged participation in the strike by the end of February, 1979.

17. It was nextly contended that the charge-sheet Ex. M/2 was of such a frivolous and petty nature that no management with any sense of responsibility, should have framed such a charge treating the facts mentioned therein as acts of misconduct. According to Ex. M/2 the charge was that first charge-sheet Ex. M/1 was served on the workman, but the workman stated that he has received the same without being duly signed by the authority charging him. According to the management, this act on the part of the workman amounted to serious misconduct. Even assuming that the workman had received the first charge-sheet Ex. M/1 duly signed by the authority competent to charge and the workman falsely represented that the copy of the charge-sheet or its original served on him did not bear the signatures of the authority concerned even then, in my opinion, the management was in error in treating such a representation by the workman as an act of misconduct. The management could have called upon the workman to produce the charge-sheet served on him and confronted him with the signatures of the authority concerned. Even if the workman had insisted that the charge-sheet did not bear the signatures of the authority charging him even such a representation, even if not true, could not amount to any act of misconduct. The management should not and could not have taken such a representation by the workman as amounting to misconduct. I, accordingly, held that so far as the charge-sheet Ex. M/2 is concerned, there was no occasion to treat it as an act of misconduct on the part of the workman.

17. It was also contended that the workman being an active worker and office bearer of a trade union was to be harassed by the management for his trade union activities. No evidence has been held by the workman to prove these allegations. Trade Unions exist and function in every industry and it cannot be said that the management is out to harass every office bearer of the trade unions and looks upon an opportunity to charge him with acts of misconduct. As already indicated above, the management was in possession of certain facts which prima facie justified the framing of the charge Ex. M/1 on the workman. Consequently, in my opinion, the workman's contention that he was being harassed because of his trade union activities must be rejected.

18. So far as the conduct of the enquiry and the proceedings held therein are concerned, nothing was urged by the learned counsel for the workman to show that the workman did not have proper opportunity to defend himself. During the enquiry witnesses were examined in his presence when he was assisted by a co-worker and they were all duly cross-examined. They were also given due opportunity to defend the workman and examined witnesses in defence. It was precisely for this reason that proceedings before the Enquiry Officer were not challenged.

19. It was, however, contended that an officer who served two letters Ex. W/1 and W/2 on the workman was appointed as the Enquiry Officer. Ex. W/1 letter dated 27-2-1979 which was in reply to the workman's letter of the same date received at 4.30 p.m. It was advised to the workman for disbursement of the payment to the workers as the same was statutory requirement. It also added a warning that the disobedience of a lawful order will entail consequences for which he will be responsible. Lastly there is a request that the matter may be discussed at 8.30 p.m. as the 28th February was the last day for payment. Ex. W/2 is another letter dated 1-3-1979 addressed to the General Secretary of the Coalfields Staff Association, Pathakhara. Both these

letters Ex. W/1 and Ex. W/2 do not show that Shri S. K. Gupta who signed these letters for General Manager and who was subsequently appointed as the Enquiry Officer had any personal grudge, ill will or bias against the workman. Shri Gupta, in the absence of the General Manager, had to issue these letters to the workman. I, therefore, do not think these letters are indicative of any personal bias as well as ill will on the part of the Enquiry Officer against the workman.

20. It is significant to note that the question of bias, ill-will or grudge in the mind of the Enquiry Officer has been raised for the first time in these proceedings. When the Superintendent of Mines issued the two charge-sheets and the management vide Exts. M/5 and Ex. M/7 dated 17th and 20th March, respectively appointed Shri S. K. Gupta, Superintendent of Mines (Enquiry Officer in this case) as an Enquiry Officer to enquire these charges, the workman at no time from the commencement to the conclusion of the enquiry raised any objection to his appointment. On the contrary he voluntarily and willingly participated in the enquiry held by Shri S. K. Gupta and took a chance for favourable finding. In these circumstances, the allegations now made against the Enquiry Officer cannot be accepted. Issue No. 1 is accordingly answered against the workman.

21. In view of the contentions raised by the parties, the following additional issue is added to the issues framed on 2-4-1982 :—

Additional Issue

Whether the findings of the Enquiry Officer on the Charge-sheet Ex. M/1 dated 6-3-1979 are based on proper and reasonable appreciation of the evidence adduced before him?

22. Case is now fixed for 17th December, 1982 for evidence of both the parties on Issue No. 2, Additional Issue framed above and on Issue No. 3 as well as for final arguments.

S. R. VYAS, Presiding Officer

[No. L-22012(5)/81-D.IV(B)]

S.O. 3018.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of Western Coalfields Limited, and their workmen, which was received by the Central Government on the 31st August, 1984.

BEFORE JUSTICE SHRI K. K. DUBE, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R) (54) 1980

[Reference Notification No. L. 22011(24)/79-D.IV(B), dated 11th of August, 1980]

PARTIES :

Employers in relation to the Management of Pathakhera Group of Collieries of Western Coalfields Limited. P.O. Pathakhera, District Betul (MP) and their workman Habib Mian.

APPEARANCES :

Shri P. S. Nair, Advocate,—for the Management.

Shri L. N. Malhotra Advocate— for the Union.

INDUSTRY: Coal

DISTRICT: Betul (M.P.)

Dated, 24th August, 1984

AWARD

The Central Government in exercise of its powers under section 10 of the Industrial Disputes Act, 1947, referred the

following question for adjudication vide notification No. L. 22011(24)/79-D.IV (B) dated 11-8-1980:—

“Whether the action of the General Manager, Pathakhera Group of Collieries of Western Coalfields Limited, P.O. Pathakhera, Dist. Betul in not paying the wages for the suspension period from 29-5-75 to 9-10-1975 to Shri Habib Mian, Mining Sirdar Shotfirer, PK II Mine Pathakhera is justified? If not, to what relief is the concerned workman entitled?”

The dispute here relates to payment of wages for the period between 29-5-1975 to 9-10-1975 when Habib Mian, the workman, was placed under suspension pending enquiry. On 30-5-1975 he was charge-sheeted as under:—

“It has been reported to me that on 28-5-75 on the night shifts explosive was issued from the magazine on your name. You have not fired all these explosives yourself and have instructed Sri Sabu, explosive carrier to fire shots. You have handed over the exploder key to Shri Sabu for firing of shots. You also did not devote your entire shifts on your underground duty as required under Coal Mines Regulation and have absented from your duty without legitimate permission from your superior officer, and you have been found sleeping on the surface during the shift.

This amounts to violation of Standing Order, Indian Explosives Act and Rules and Regulations made thereunder and Coal Mines Regulations specially Nos. 45, 166, 168(6), 169(4), 170; 176 etc.”

During the period of suspension, Habib Mian was to be paid the usual subsistence allowance. He was asked to be present at the colliery each day to have his attendance marked. There is no dispute that he did so between 29-5-1975 to 1-10-1975. He has also been paid the subsistence allowance during the entire period. The workman raised dispute through the Union claiming full wages for the period he remained suspended. It is also not disputed that on 1-10-1975 he tried to join the duty under protest. He was allowed to join duties with effect from 10-10-1975.

On 9th of September 1975 in a meeting, a number of problems were discussed between certain Union leaders and the Management. This meeting was attended by Sarvshri N. K. Bhatt, Shyam Lal Valmik and Bechar Ram amongst other Union leaders and Sarvshri M. L. Dugar, P. G. Gokhale and S. S. Mishra, amongst others on behalf of the Management. Exhibit M.1 records the Minutes of the meeting purporting to be a Settlement. Item No. 6 relates to Habib Mian's case. The relevant clause i.e. item No. 6 reads as under :—

“(1) That Shri Habib Mian will admit his guilt to Shri N. K. Bhatt, President of the Union.

(2) On receipt of intimation to the admission of guilt by Shri Habib Mian, the Management will take him back on duty.”

On 17-9-1975, a letter was sent by the General Secretary to the BZRKK Sangh stating that Habib Mian had complied with the necessary requirements of the Settlement provided by Shri N. K. Bhatt, M. P. and, therefore, he should be taken on duty. On the same day, the Manager directed that since Habib Mian had admitted his fault before Shri Bhatt, the workman should be taken on duty. By a letter dated 1-10-1975 Habib Mian stated that he was ready to join duty as directed but with the condition that he would be entitled to get all the benefits and wages for the period of suspension. This was construed as a letter of withdrawal of consent to join duties. However, he was allowed to join the duty with effect from 10-10-1975. In Exhibit M/2, letter written by Habib Mian to the Colliery Manager, giving reference to the Management's offer to join, it was stated that he was joining under protest. This was followed by the letter alluded to above protesting and stating the conditions under which he joined. In this letter, he also mentioned that he had not received any findings of the Inquiry Officer engaged to hold the departmental inquiry against him and he was wholly unaware if any findings were recorded by the Inquiry Officer. He also stated that he had not authorised BZRKK Sangh or

Shri Bhatt to settle or conciliate his matter and that he had not admitted guilt before Shri Bhatt because there was no question of admitting guilt, that he had not done anything and that the charges against him were false. The Settlement, he protested, was not binding on him. He further challenges the locus to such settlement. Lastly, he stated that he was ready to join duty as per the letter given by him only on condition that he will be entitled to get all benefits, allowances and wages for the period of suspension. He demanded that such allowances and wages be paid to him within 15 days.

The case of the Management is that the workman belonged to BZRKK Sangh and the settlement is wholly binding on him. He had admitted his guilt before Shri Bhatt, M. P. and, therefore, he was taken on duty. It was agreed that he would be taken on duty, on the condition that he will not get any money for the days he had not done any work which was on the principle "no work no pay". Their contention is that he was required to attend the office everyday and take orders. Since he had not attended from 1-10-1975 to 10-10-1975, he was not entitled to any amount for this period.

Against this, the case of the workman is, as already stated, in his letter that he was not a member of the BZRKK Sangh and that the whole thing is surreptitious and that he never admitted his guilt and the so-called settlement is without his knowledge and consent. Since he has not been a member of the Sangh, such a settlement could not bind him.

The question therefore, that falls for consideration is whether paragraph 6 of the settlement (Ex. M(1)) is binding on Habib?

The settlement is of an unusual type in the sense that on the admission of guilt, the workman would be taken on duty. According to the Management, he had committed serious conduct which entailed dismissal from service. There is no evidence worth the name to show that Habib Mian was a member of the BZRKK Sangh. His conduct is quite consistent with his case that he was not in know of a settlement regarding him. The moment he learnt that it was alleged about him that he had admitted his guilt before Shri Bhatt, he protested. He was not taken on duty for 10 days by the management when they received such letter. The protest thus appears to be genuine. No evidence has been led to show whether the workman had really admitted his guilt before Shri Bhatt except for the letter by the Union Secretary. This could merely be a corroborative circumstance and it was necessary to establish the fact of admission by direct evidence. The circumstances show that he had not tried to take any advantage or acquired in reinstatement in service. The workman in his evidence clearly denied having admitted the misconduct before Shri Bhatt. As against this, the evidence of Mr. S. B. Katiyar, Deputy Chief Personnel Manager, Western Coalfields Limited, Pathakhera is to the effect that he could identify the signatures of the persons who were signatories to the Minutes of the settlement. He identified the signatures of Bechan Ram, General Secretary of the BZRKK Sangh. This does not take us anywhere. The fact that Habib had admitted his guilt is not proved nor is it made out that he was a member of BZRKK Sangh, nor even that he was a party to the agreement. It cannot be said that he tried to get benefit of the terms of settlement. The evidence of the workman clearly establishes that he had never asked the BZRKK Sangh to take the issue and had never asked them to settle. Therefore, the agreement is not binding on him. Now since the workman had been taken on duty and there is no departmental inquiry against him, Habib Mian has to be paid the full wages for the period in dispute. It is clearly established that he was suspended and his suspension had been withdrawn. The Management did not want to hold the inquiry against him. The Management's case that he did not attend the office from 1-10-1975 to 10-10-1975 is also without substance because he had given his letter of joining duty under protest. He was, therefore, wholly willing to work and it was for the management to provide him work after that day and any deduction of wages for the aforesaid period was not justified.

ORDER

I render this award by directing the management of Western Coalfields Limited, Pathakhera, Distt. Betul to pay

Habib Mian full wages for the period from 29-5-1975 to 9-10-1975. The Management shall also pay cost to Habib Mian. The cost to be paid is fixed at Rs. 200.

The question that Habib Mian was not a workman as he was a Sirdar, was not pressed in view of the earlier decision of the Tribunal.

August 24, 1984.

JUSTICE K. K. DUBE, Presiding Officer

[No. L-22011(24)/79-D.IV(B)]

S. S. MEHTA, Desk Officer

नई दिल्ली, 21 अगस्त, 1984

आदेश

का. आ. 3019.—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषय के बारे में तुलसी खदान, मोती रावल के प्रबंधन से सम्बद्ध एक औद्योगिक विवाद नियोजकों और उनके कर्मचारों के बीच विद्यमान है; और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है;

अतः, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उप-धारा (i) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठमैन अधिकारी श्री जी. एन. बरोट होंगे, जिनका मुख्यालय अहमदाबाद में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

“क्या तुलसी खदान, मोती रावल के प्रबंधन से की स्टोन ग्रेकर, सर्वश्री बचुभाई, बलजी भाई, तादवी और हिममत भाई मफतभाई तादवी की 5-10-83 में सेवाएं समाप्त करने की कार्यवाही न्यायोचित है? यदि नहीं, तो संबंधित कर्मचार किस अनुसूची के दायरे में हैं?”

[सं. एल-29012/25/84-डी-3 (बी)]

New Delhi, the 21st August, 1984

ORDER

S.O. 3019.—Whereas the Central Government is of opinion that industrial disputes exist between the employers in relation to the management of Tulsi Quarry, Moti Rawal and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said disputes for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri G. S. Barot shall be the Presiding Officer, with headquarters at Ahmedabad and refers the said disputes for adjudication to the said Tribunal.

SCHEDULE

"Whether the action of the management of Tulsi Quarry, Moti Rawal, in terminating the services of S/Shri Bachubhai, Valjibhai, Tadvai and Himatbhai Mafat bhai Tadvai Stone Breakers, with effect from 5-10-83, is justified? If not, to what relief are the workmen concerned entitled?"

[No. L-29012/25/84-D. III(B)]

आदेश

का. आ. 3020.—केन्द्रीय सरकार की राय है इससे उपायबद्ध अनुसूची में विनिर्दिष्ट विषय के बारे में अनुबन्ध में दी गई खदानों के प्रबंधन से सम्बद्ध एक औद्योगिक विवाद नियोजकों और उनके कर्मकारों के बीच विद्यमान है ;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा-7क और धारा 10 की उप-धारा (i) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक, अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री जी. एम. बरोत होंगे, जिनका मुख्यालय अहमदाबाद में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है ।

अनुसूची

"क्या संबंधित कर्मकारों की निम्नलिखित मांगे न्यायोचित हैं ? यदि हाँ, तो वे किस अनुतोष के हकदार हैं ?

- (1) 1-1-1983 से प्रत्येक कर्मकार को 4/- रु. प्रतिदिन मंहगाई भत्ते की अदायगी ।
- (2) 1-1-1983 से प्रत्येक कर्मकार का 25/- रु. प्रतिमाह चिकित्सीय भत्ते का दिया जाना ।

अनुबन्ध

1. बजरंग क्वैरी, तुकेद
2. हरिहट क्वैरी, यूटेवा
3. मैको क्वैरी, तुकेद
4. जिवराज क्वैरी, तुकेद
5. जगदम्भा क्वैरी, यूटेवा
6. पी. डब्ल्यू. डी. क्वैरी यूटेवा
7. अम्बिका क्वैरी, यूटेवा
8. सहयोग क्वैरी, वक्स, यूटेवा
9. लक्ष्मी क्वैरी, यूटेवा
10. नेशनल क्वैरी, सुरत

[मं. एल-29011/35/84-डी-3(बी)]

ORDER

S.O. 3020.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management mentioned in the Annexure and their workmen in respect of the matters specified in the Schedule hereto annexed ;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri G. S. Barot shall be the Presiding Officer, with headquarters at Ahmedabad and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

"Whether the following demands of the workers concerned are justified? If so, to what relief are they entitled?

- (1) Payment of Rs. 4 as Dearness Allowance per worker per day with effect from 1-1-1983.
- (2) Grant of Rs. 25 as Medical Allowance per worker per month with effect from 1-1-1983.

ANNEXURE

1. Bajrang Quarry Toked
2. Harihar Quarry Uteva
3. Maico Quarry, Toked
4. Jivraj Quarry, Toked
5. Jagdamba Quarry, Uteva
6. P.W.D. Quarry, Uteva
7. Ambica Quarry, Uteva
8. Sahyog Quarry, Works, Uteva
9. Laxmi Quarry, Uteva.
10. National Quarry, Surat.

[No. L-29011/35/84-D. III(B)]

नई दिल्ली, 27 अगस्त, 1984

आदेश

का. आ. 3021.—केन्द्रीय सरकार की राय है कि इससे उपायबद्ध अनुसूची में विनिर्दिष्ट विषय के बारे में राज-कुमार पत्थर खदान, वादी (गुजरात) के प्रबंधन से संबद्ध एक औद्योगिक विवाद नियोजकों और उनके कर्मकारों के बीच विद्यमान है ;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7क और धारा 10 की उपधारा (i) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री जी. एम. बरोत होंगे, जिनका मुख्यालय अहमदाबाद में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है ।

अनुसूची

“क्या राजकुमार पत्थर खदान, वादी के प्रबंधतंत्र की श्री राजुभाई सोमभाई वस्व, श्रीमती सामु-
बेजे सामसिंह वस्व, श्री सोनुमिह मलजीभाई वस्व, श्री मगल-
भाई मलजीभाई वस्व, श्री भानुजी भाई मलजीभाई वस्व, श्रीमती
रोशन भगदाभाई वस्व और श्रीमती जवसवन्तबन
सुकनभाई वस्व की 1-11-1983 में सेवाएं समाप्त
करने की कार्यवाही न्यायोचित है। यदि नहीं, तो
संबंधित कर्मकार किस अनुतोष के हकदार है ?”

[संख्या एल-29012/30/84-डी-3(बी)]

New Delhi, the 27th August, 1984

ORDER

S.O. 3021.—Whereas the Central Government is of opinion that industrial dispute exists between the employers in relation to the management of Rajkumar Stone Quarry, Wadi (Gujarat) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said disputes for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri G. S. Barot shall be the Presiding Officer, with headquarters at Ahmedabad and refers the said disputes for adjudication to the said Tribunal.

SCHEDULE

“Whether the action of the management of Rajkumar Stone Quarry, Wadi in terminating the services of Sh. Rajubhai Somabhai Vasava, Smt. Samuben Samsingh Vasava, Sh. Sonusingh Maljibhai Vasava, Shri Maganbhai Maljibhai Vasava, Sh. Bhanubhai Muljibhai Vasava, Smt. Rauben Bhagadabhai Vasava and Smt. Jasvantaben Sukambhai Vasava with effect from 1-11-83 is justified? If not, to what relief are the workmen concerned entitled?”

[No. L-29012/30/84-D.III(B)]

नई दिल्ली, 28 अगस्त, 1984

आदेश

का. आ. 3022.—केन्द्रीय सरकार की राय है कि इसमें उपावद्ध अनुसूची में विनिर्दिष्ट विषय के बारे में गुजरात खनिज विकास निगम लि., अहमदाबाद के प्रबंधतंत्र में सम्बद्ध एक औद्योगिक विवाद नियोजकों और उनके कर्मकारों के बीच विद्यमान है,

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उप-धारा (i) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री जी. एस. बरोत होंगे, जिनका

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मुख्यालय अहमदाबाद में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

“क्या गुजरात खनिज विकास निगम लिमिटेड, अहमदाबाद के प्रबंधतंत्र की अपनी फ्लोस्पर परियोजना, कादीपानी के कम्पाउन्डर-व-ड्रेसर, श्री जे. ए. शाह की 12-7-83 में सेवाएं समाप्त करने की कार्यवाही न्यायो-चित है ? यदि नहीं, तो संबंधित कर्मकार किम अनुतोष का हकदार है ?”

[स. एल-29017/16/84-डी-3(बी)]

नन्द लाल, अव्वर सचिव

New Delhi, the 28th August, 1984

ORDER

S.O. 3022.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Gujarat Mineral Development Corporation Limited, Ahmedabad and their workman in respect of the matter specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri G. S. Barot shall be the Presiding Officer, with headquarters at Ahmedabad and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

“Whether the action of the management of Gujarat Mineral Development Corporation Limited, in terminating the services of Shri J. A. Shah, Com-pounder-cum-Dresser at their Fluorspar Project, Kadipani with effect from 12-7-83 is justified? If not, to what relief is the workman concerned entitled?”

[No. L-29012/16/84-D. III(B)]
NAND LAL, Under Secy.

New Delhi, the 5th September, 1984

S.O. 3023.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur in the industrial dispute between the employers in relation to the management of Chikhla Manganese Mine of Messrs Mangalore Ore (India) Limited and their workmen, which was received by the Central Government on the 28th August, 1984.

BEFORE JUSTICE SHRI K. K. DUBE (RETD.) PRESID-
ING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)
Case No. CGIT/JC(R)(38) of 1982

PARTIES:

Employers in relation to the Management of Chikhla
Manganese Mine of Messrs Mangalore Ore India
Limited, Nagpur (M.S.).

AND

Their workman Smt. Jaitube Lal Mohammad.

APPEARANCES:

For Management—Shri P. S. Nair, Advocate.

For the Union—None.

INDUSTRY: Manganese Mining. DISTRICT: Nagpur (M.S.)

AWARD

Dated, the 23rd August, 1984

The Central Government in exercise of its power under section 10 of the Industrial Disputes Act referred the following dispute for adjudication vide Notification No. L-27012/8/81. D.II(B), dated the 2nd June, 1982 :

"Whether the action of the management of Chikhla Manganese Mines of Messrs Manganese Ore (India) Limited, in dismissing Smt. Jaitube Lal Mohamad, a piece-rated worker, from services with effect from 10th August, 1980 is justified. If not, to what relief is the workman entitled?"

Jaitube, a piece-rated worker is the employment of Messrs Manganese Ore (India) Limited was dismissed by an order dated 10th August, 1980. Though the reference was made in 1982, yet little progress could be made due to the absence of parties on the dates of hearing. The mine is located in Chikhla in the district of Balaghet where the workers in general are illiterate and unsophisticated. It was therefore difficult for the union to come to take part in proceedings on various hearings. It was directed that the case would be taken up at Nagpur. At Nagpur again adjournments were sought and the case was fixed to be taken up at Jabalpur on 4th July, 1984, on which date, the parties requested again; that the case be taken up at Nagpur, otherwise it will be difficult for them to bring the witnesses. The case was, therefore fixed for 14th July, 1984 at Nagpur for evidence and hearing. On 14th July, 1984, no one had appeared on behalf of the Union. Management was duly represented by their counsel. The management examined Shri Dinker Jahagirdar the Enquiry Officer conducting the domestic enquiry against Jaitube and closed the case.

2. Briefly stated, the facts leading to the enquiry are these. On 6th September, 1979 one Rajmani Shukla was going in a truck carrying manganese samples to be despatched from the railway head. When the truck passed the turning near the mine creche, it met a procession of workmen coming from the opposite direction. The truck was either stopped by the workers of the driver of the truck stopped it by himself on seeing the procession in front. The truck was parked by the side of the road. The processionists asked Rajmani Shukla to get down. He was then asked to hold the red flag which the processionists were carrying and march along with them. The flag was thrust in the hand of Rajmani Shukla and he marched with the procession upto office of the Mine. Later on it appears that Rajmani Shukla made the complaint. This complaint is not on the record but on the basis of his complaint, Jaitube was charge-sheeted. The statement of the allegations and the charges against her run as under :—

"It is alleged by Shri Rajmani Shukla, O/C Mine Mate that on 6th September, 1979 while he was travelling in a truck loaded with manganese ore as a part of his official duty from Chikhla 'A' to Sitasaongi siding, you along with Smt. Jaitunbi Lal Mohd./Sumitra Dasarath/Sub'dha Baisakhu stopped the truck near the Mine Creche and forcibly dragged him out of the truck. It is also alleged that after stopping the truck you along with the above persons entered the truck and threw away the baskets containing samples of manganese ore which were duly labeled etc. Thereafter you pushed him here and there and also abused him in filthy language. You also instructed him to hold a flag in his hand and shout certain slogans. When he refused to do this, you threatened to assault him. As a result of your threat and intimidation he took the flag from you and also shouted the slogans which you wanted him to shout.

The above alleged acts of your part amount serious misconduct as described under clause 29(B) (ii), (iii), (x) and (xi) of the company's standing orders i.e.

- 29(b)(ii)—Striking or slowing down work or inciting others to strike & slow down work in contravention of the provisions of any law or rules having the force of law.
- 29(b)(vii)—Fighting, riotous disorderly or indecent behaviour within the premises of the Management.
- 29(b)(x)—Causing damage to work in progress to any property of the management.

29(b)(xii): Assaulting threatening or intimidating any workman or officer of the management within the mine premises or boundaries.

You are, therefore, required to show cause in writing within 48 hours of the receipt of this letter as to why disciplinary action should not be taken against you."

3. Jaitube denied every allegation made against her by a reply dated 29-10-1979 to the charge-sheet. The Mine Manager was not satisfied and ordered that departmental enquiry be held against Jaitube and appointed Shri S. D. Jahagirdar, Personnel Officer as the Enquiry Officer. Jaitube was asked to appear on Saturday the 17th May, 1980 at 8.30 A.M. in the Rest House and in case she defaulted, the enquiry was to proceed ex-parte. This intimation was given to her on 15-5-1980. Jaitube appeared on the given date of hearing without the assistance of a colleague, as according to her she did not know that she could get the assistance of a co-worker in the conduct of the enquiry against her. The Enquiry Officer from the little record filed, appears to have started the enquiry proceedings by examining the delinquent Jaitube. From the answers given by Jaitube, the Enquiry Officer was of the opinion that she had admitted the allegations and also the guilt. However, not satisfied with the admission, he examined Rajmani Shukla and the driver Azim Khas. This alone, he gave his report, holding Jaitube guilty of the charges and that she should be dismissed from service. A second show cause notice was given to her asking her explanation as to why she should not be dismissed from services since the charges proved against her were of serious nature. In reply to this, she is again said to have made the statement recorded in Ex. M4 which seeks to admit all charges. The management therefore dismissed Jaitube from service.

4. From the Enquiry Officer's report which will have to be dealt with fully, it would be seen, that Jaitube was an illiterate worker. She could neither read nor write and has given her thumb-impression at various places. The Enquiry Officer observed that since she was an illiterate worker and that she may not be in a position to understand the implications of her admission, he solicited certain clarifications so as to give further opportunity to her to defend herself. I do not find what clarifications he had made in an effort to make her understand. At least they are not on record. These clarifications do not form part of the Enquiry Officer's report nor were filed. I do not think any such clarifications are in the record of the company. They were ever referred up till now, what the Enquiry Officer probably meant to say was that the questions asked were themselves in the nature of clarifications. The order of the Enquiry Officer is confused and inconsistent. At one stage he stated that he did not was to rely on the admission made by Jaitube, but in fact the conclusions are the so-called admissions. He has endeavoured to say that he had examined the two witnesses of the Management so that Jaitube may get another opportunity to defend and plead not guilty. It is difficult to appreciate what the Enquiry Officer wanted to do by which Jaitube would be benefitted and by examination of the two witnesses against her. As regards his surprise that Jaitube did not cross examine the witnesses, it is easy to see the incompetence of Jaitube being wholly unsophisticated and illiterate. Instead of such lip service it would have been greatly appreciated if he had given her the assistance of a colleague which would also lend authenticity to the proceeding before him. The important question that would have bearing in this case would be whether Ex. M1 and Ex. M4 could at all be relied on. What would appear to be glaringly bad in such enquiry is the absence of such a person as would safeguard the interest of Jaitube in the conduct of enquiry. If Jaitube was wholly illiterate and was also not in a position to appreciate as to what was going on, it was reasonable to expect that the proceedings proceeded in the presence of a person on whom Jaitube had faith and who would be literate enough and would vouch for the truthfulness of the proceedings against her. The only outsider present was Radhey Shyam Clerk of Grade I but who he was and what was he doing we do not know. He does not appear to be a person independent enough to raise objection to

proceedings. Ordinarily the burden is on the workman to show that the proceedings were vitiated because of the violation of the principles of natural justice, and that, it was conducted in a manner prejudicial to the worker. However, in case, of illiterate and wholly unsophisticated person, who was not represented by anyone at any stage during the domestic enquiry the burden would be on the Management to prove that the proceedings went on in a fair manner as would safe guard the interests of the workman. Such a burden in the present case remains wholly undischarged. When Jaitubee had denied every bit of allegations against her in her explanation to show cause notice how comes it that she would proceed to admit every thing during the domestic enquiry. Either the proceedings were fraudulent and her thumb impression has been taken on papers which she did not understand at all or she was unable to understand the questions themselves or even the enquiry officer did not follow her answers. The questions put to her need scrutiny and the answers would reveal that the communication between the enquiry officer and Jaitubee appeared to lacking.

5. It would be seen from the questions asked by the Enquiry Officer that some of the questions were such which did not have any basis. The foundation for asking them was not to be found in the statement of the allegations nor were they subject, matter of charge against Jaitubee. At the beginning of the enquiry when such a detailed examination of the delinquent Jaitubee was made, none of the circumstances appearing against her had been proved and therefore why such questions were put to her can only be best known to the Enquiry Officer. As observed the questions asked are of such complex nature that any illiterate person would find them difficult to answer. I would, therefore, proceed to examine some of these questions as they were asked and the answers given in response to them.

6. The first important question is as to whether he had followed the charges against her. The answer is that she followed the charge and it was true that Shukla Ji had been force show alighted from the truck. Now such an answer is taken by the Enquiry Officer as admission of the entire guilt. What she means to admit is only this much part that the processionists had forcibly brought down Shukla from the truck. The next important question is whether she had mingled the manganese in the truck. She said she had not touched them at all. Then she asked whether the truck had been stopped by her. Now reading the entire thing it would appear that she had said that since the procession was coming from the opposite direction the truck had been stopped. It was not permissible to read in isolation the answer 'yes, the truck had been stopped by her'. The whole thing has to be read together in the context. It is quite reasonable that when any procession is coming from opposite direction of the road, the vehicle stopped, or otherwise the procession would not be able to pass. Then she had been asked that she had opened the door of the truck and abused Rajmani Shukla and given him the flag in his hand. The answer is she had not abused but she had given the flag to him. Then the question is whether she had pushed him or manhandled him. She had clearly denied by saying that she had done nothing of the kind. She was merely made him to come in the front of the procession. Now the question asked is whether 6th September, 1979 was a working day or not and on that day she had been instrumental in organising a strike and incited the workers to go in strike and march in a procession. The answer is 'yes, on that day no work was going on'. Now such an answer cannot be said to be an admission of the fact that she had organised the strike or that she had incited the strike. What she means to say is that on this day when the procession was taken out, no work was done in the mine. Whether it was a holiday or whether the work had been stopped by the labourers, there is no evidence on record. Moreover, this is a question which ought not to have been asked as no foundation had been laid in the statement of allegation regarding it as this does form part of the charge. The standing order of which violation has been alleged reads like this :

"striking or slowing down work or inciting others to strike and slow down work in contravention of the provisions of law or rules having force of law."

The breach of this standing order must arise from the statement of the allegations made against her. No such allegation is made that she was seen either inciting or organising strike. If she was meant to be charged with such misconduct, she should have been specifically imputed in writing the facts and circumstances constituting such misconduct. I have already quoted the statement of the allegations which do not contain any details or even mention about this misconduct sought to be proved against her and therefore could not be asked in her examination by the Enquiry Officer. Jaitubee was definitely prejudiced here. Now next question is that she had stopped the truck going to siding and therefore the Company had suffered loss. This question has to be read in the context of the previous question. The manner in which the questions are asked is most prejudicial to an illiterate person. They are complex sentences trying to seek information about many facts in one breath, e.g. here it is asked whether the work was closed whether she had stopped the truck going to the siding, whether the Company had suffered a loss. The last question is most hypothecated and could not be asked to the workman. Whether there was a loss or not, they are to prove rather than ask a workman about it. I do not know how the workman would know why the truck was going to the siding or whether the purpose for which it was going to the railway station was frustrated or not. Whether the samples could not be booked later on or not, and whether the Company suffered any loss because the truck remained detained for some time. The answer is that there must have been some loss to the Company but that was due to the other labourers. These answers and questions would reveal how the workman had been prejudiced. In fact she could not have known nor could be credited with such knowledge and clearly shows that the workman was not understanding the implications of the questions. The next question is that Shukla in his report alleged that she and the two women workers abused Shukla and threatened him that they would beat him, the answer is 'yes'. Now I would indicate how this question could not be asked as the workman was not shown the complaint. Shukla in his evidence does not support this allegation. As regards threatening him to beat, Shukla does not support the case when he came in the witness box. Here again, two things are asked whether she abused and whether the two females abused. If the two female workers had abused Shukla the answer would also be the same i.e. in affirmative. She had earlier stated that she did not abuse Shukla. Therefore, the statement read cannot be said to be an admission of this part of the misconduct, on her part and has to be construed as showing that the two female workers abused Shukla. Since she was not shown the complaint, she cannot be said to have had a fair opportunity of answering the above question.

7. Then the question comes. Whether she had really affixed her thumb impression to such a statement? The statement in original had never been shown to me nor had been filed before this Tribunal. The statement that has been filed is unsigned. Though the Enquiry Officer came in witness box to say that the said statement was given by Jaitubee, I am constrained to say that the management ought to file the documents in original and since they are represented and assisted by able counsel at all stages such defects should not be left. A call for the document was made and what is filed is a typed uncertified copy which is sought to be proved in the evidence that the copy is true copy of the statement which is in their file. Such a procedure can hardly be appreciated. This also prejudices the workman concerned. I am therefore constrained to hold that the statement M.1 should not be taken into consideration at all for the reason that the Enquiry Officer had posed several complex questions to the delinquent worker which it was not possible for an unsophisticated and illiterate worker to appreciate properly and to answer, such examination greatly prejudiced, the worker.

8. Now coming to the report, if this M1 is taken out of consideration, there is hardly anything left which will prove the guilt against Jaitubee. If Rajmani Shukla is believed all that he says is that when the truck reached the turning near creche, Jaitubee and Sudama Bai stopped the truck and gave him the flag. He says that he was told that if he did not carry the flag, they will force him and take him along with them. He says that the samples in the truck had been thrown away (by whom he does not say). Thereafter he had been taken out. He does not say that Jaitubee had

dragged him out or abused him or that Jaitube threatened him that if he did not do so, he would be beaten and he will be compelled to do so. Since the complaint made by him is not on record, it is difficult to say what he had complained about. Nor are the proceedings of preliminary enquiry filed about me. In his order the Enquiry Officer observed that the statements made in the preliminary enquiry were just the same as given in this Court. It is clear therefore that out of the several allegations made against Jaitube only this much seems to have been established by Rajmani Shukla, that Jaitube was one of the processionists. She was one of the persons who had stopped the truck and gave the flag to him and she was also one of the persons to whom he exhorted that he must accompany the procession otherwise he will be compelled to do so. Rest of the complaint that she had abused, she behaved in a violent manner, she incited a strike, are all allegations not established by him. He in fact is the main witness and complainant. If he does not establish the facts alleged against Jaitube must get the benefit. The Enquiry Officer was not justified in relying on any other evidence to conclude that the charges against her had been fully established.

9. The evidence of the driver is not consistent with the evidence of Rajmani Shukla. The truck driver says that Jaitube pulled out Rajmani Shukla from the truck. Now Rajmani Shukla does not support this. He does not in so many words say that it was Jaitube who had pulled him out of the truck. Nor does Shukla support the driver that he had been abused by Jaitube. Shukla also does not support that any threat was given that the truck should be stopped otherwise they would damage the truck. In my opinion the driver is wholly an unreliable witness as his evidence seeks to establish certain things which Rajmani Shukla does not depose. The evidence of the two witnesses would therefore establish only these facts that Jaitube had given flag to Rajmani Shukla and asked him to march along with the processionists.

10. The finding of the Enquiry Officer that Jaitube instigated a strike is not borne out by any evidence. There is also no evidence that any loss had been done to the Management. Why the samples could not be booked later on is not clear. The evidence is not reliable that Jaitube had mingled the samples. If she was holding a flag in her hand, it is difficult to see how she would be engaged in doing the alleged part of the misconduct which required that she should go at the back of the truck and throw away the samples. The evidence is consistent that she asked Rajmani Shukla to get down and gave him the flag. Therefore, this is the only thing that can be reasonably established from the evidence. The Enquiry Officer ought to have excluded the answers given by Jaitube in arriving at the findings as to the guilt. He had in fact relied on the admission part, otherwise various misconducts are not proved. It could not be said from the evidence of the two witnesses that the misconduct under standing order 29(b)(2) striking or inciting a strike is proved. Similarly there is no evidence of fighting or disorderly or indecent behaviour on the part of Jaitube. This charge that she caused damage to the mine is not proved. The evidence is most insufficient to prove any damage whatsoever. The threat to assault by her was also not made out.

11. I have then to examine the document M4 wherein according to the management, Jaitube admitted all the charges. Shri Jagajirdar deposed that Jaitube admitted her guilt in the following terms :—

“Mere ko charge lagaye gai hain. Weh sach hain. Main samaj kar keh rahi hoon.”

This document, where such admission has been made, has not been produced before me, in original. Not even a true copy of the document has been filed. Moreover, if the charges as laid down are not proved from the evidence and record, in the peculiar circumstances of the case, I would hold that such admission was inconsequential, because there is no independent evidence to prove that Jaitube really understood the import of what was being asked and that she had in fact affixed her thumb impression after understanding the contents of the document M4. M4 is not attested by anyone and it is difficult to say whether she was told what was written in the document. There are no circumstances to show that Jaitube was contrite. On the contrary, in the explanation to show cause notice, she had denied all the allegations made against her.

12. In the result, I am of the view that the punishment meted out to her is extremely harsh in asking Rajmani Shukla to come in the procession and to give the flag in his hand. She cannot be given the punishment of dismissal. It is sheer mischance that the truck passed that way when the procession was heading towards the office, there was no premeditation on the part of Jaitube or the processionists to do any harm to the Company or to Rajmani Shukla. The processionists, when they saw Rajmani Shukla who was also an employee of the Company worried to accompany the procession. But this is far from saying that Jaitube incited the strike. The domestic enquiry against Jaitube suffers from a very glaring defect that no allegations as to inciting a strike were made against her and this seems to be the main charge on which she was dismissed from services. She has been out of job for the last 4 years. This is sufficient punishment to her. I hold that none of the misconducts has been proved, except that Rajmani Shukla had been asked by Jaitube to head the procession with a flag in his hand. For this, I would not award the full back wages but direct a small part be paid to her. She be paid compensation in the sum of Rs. 3000 and be reinstated to the post forthwith. There shall be no order as to costs.

ORDER

I then render this award that Jaitube is not guilty of charges levelled against her. She is, however, held guilty of asking Rajmani Shukla to lead the procession with flag in his hand when he was going to the railway siding. For this she cannot be dismissed from service. Jaitube suffered substantially by remaining out of employment for the last four years. She would be now reinstated forthwith on the same job and shall be paid compensation of Rs. 3000 in lieu of part of back wages. She is not entitled to full back wages.

K. K. DUBE, Presiding Officer.

[No. L-27012/8/81-D. III(B)]

NAND LAL, Under Secy.

नई दिल्ली, 27 अगस्त, 1984

का. भा. 3024 :—केन्द्रीय सरकार, कर्मचारी भविष्य निधि स्कीम 1952 के परा 4 के उप-परा (i) के अनुसरण में, श्री एस. एस. बेदी और श्री दलवीर कुमार शर्मा को हिमाचल प्रदेश राज्य के लिये क्षेत्रीय समिति का सदस्य नियुक्त करती है और भारत के राजपत्र, भाग, 2 खंड 3, उप खंड (ii), तारीख 31 दिसम्बर, 1983 में प्रकाशित भारत सरकार के श्रम और पुनर्वास मंत्रालय (श्रम विभाग) की अधिसूचना संख्या का. भा. 4784, तारीख 12 दिसम्बर, 1983 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में —

- (i) क्रम संख्या 4 के सामने, विद्यमान प्रविष्टि के स्थान पर, निम्नलिखित प्रविष्टि रखी जायेगी, अर्थात् :—
“श्री एस. एस. बेदी
काका उद्योग, राम नगर,
मण्डी टाउन, हिमाचल प्रदेश;
- (ii) क्रम सं. 9 के सामने, विद्यमान प्रविष्टि के स्थान पर, निम्नलिखित प्रविष्टि रखी जाएगी, अर्थात् :—
“श्री दलवीर कुमार शर्मा, अध्यक्ष,
राज्य भारतीय मजदूर संघ,
42/9, बंगला मोहल्ला, मण्डी,
हिमाचल प्रदेश।”

[संख्या की-20012/17/78-पी.एफ.-2]

New Delhi, the 27th August, 1984

S.O. 3024.—In pursuance of sub-paragraph (1) of paragraph 4 of the Employees' Provident Fund Scheme, 1952, the Central Government hereby appoints Shri S. S. Bedi and Shri Dalbir Kumar Sharma, as members of the Regional Committee of the Employees' Provident Fund for Himachal Pradesh and makes the following amendments in the notification of the Government of India in the Ministry of Labour and Rehabilitation (Department of Labour), No. S.O. 4784, dated the 12th December, 1983, published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 31st December, 1983, namely :—

"In the said notification,

- (i) against serial number 4 for the entry, the following entry shall be substituted, namely :—

"Shri S. S. Bedi,
Bawa Udyog,
Ram Nagar,
Mandi Town,
Himachal Pradesh";

- (ii) against serial number 9, for the entry the following entry shall be substituted, namely :—

"Shri Dalbir Kumar Sharma,
President,
State Bhartiya Mazdoor Sangh,
42/9, Bangla Mohalla,
Mandi,
Himachal Pradesh."

[No. V-20012/17/78-PF-II]

नई दिल्ली, 6 सितम्बर, 1984

का. आ. 3025 :—मैंसे उत्तर प्रदेश टेक्सटाइल कारपोरेशन लिमिटेड, स्पनिंग मिल्स, काशी पुर, ननीताल उत्तर प्रदेश (उ. प्र./6723) (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) (की धारा 17 की उपधारा (2क) के अधीन छूट लिये जाने के लिये आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात उक्त स्कीम कहा गया है) उन्हें अनुज्ञेय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिये उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त उत्तर प्रदेश को ऐसी विवरणियों भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिये ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संचाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा-17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण, प्रभारों संदाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापना की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम नुरतन दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाने हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय रकम होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, उत्तर प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने में पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस

स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में सफल रहता है और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार, नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम में बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[गण्य प.स-35014/80/84-एफ.पी. जी.]

New Delhi, the 6th September, 1984

S.O. 3023.—Whereas Messrs U.P. State Textile Corporation Ltd., Spinning Mills Kashipur, Nainital (UP/6723) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns of the Regional Provident Fund Commissioner, Uttar Pradesh and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas, an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Uttar Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees of explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India, as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect".

[No. S-35014/80/84-FPG]

वा.आ. 3026.—मैसर्स मेन्टल मार्किटिंग आरगेनाइजेशन (व.व. 19057) आफ स्टील ऑफिट्री आफ इंडिया लिमिटेड, 2, फेयरलैंड प्लेस, कलकत्ता-700001 और इसकी शाखाएं। (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि आर प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2ख) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, सिवाय ठेकेदार कर्मचारियों के किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए यह फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम (1976)

(जिसे इसमें इसके पश्चात् उक्त स्वीम कहा गया है) के अधीन उन्हें अनुज्ञेय है,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (1ख) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, और इसमें उपावृत्त अनुसूची में विनिर्दिष्ट जगहों के अधीन रहते हुए, उक्त स्थान को तीन वर्ष की अवधि के लिए, उक्त स्कीम के सभी सम्बन्धों के प्रवर्तन से छूट देती है।

अनुरूपी

1. उक्त स्कीम के संस्थापन में नियोजक प्रादेशिक भविष्य निधि आयुक्त कार्यालय जो ऐसी विवरणियाँ भेजेगा और ऐसा लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. निरीक्षक, ऐसे निरीक्षण प्रश्नों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में जिसके अंतर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का गृह्य, लेखाओं का अंतरण, निरीक्षण प्रभागों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तविक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाने हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में वृद्धि की जाने की व्यवस्था करेगा जिसमें कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदाय रकम उस रकम के कम है जो कर्मचारी को उस दशा में हुए होती जहाँ वह उक्त स्वीम के अधीन होता तो, नियोजक

कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त कानूनी के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना है, वहाँ प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने में पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारियों, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी गति में कम हो जाते हैं तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पतिसी का व्यय हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्दार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं. एस०-35014/77/84-एफ०पो. जी.]

S.O. 3026.—Whereas Messrs Central Marketing Organisation (WB/9057) of Steel Authority of India, Ltd., 2, Fairlie Place, Calcutta-700001 and its various branch (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2B) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas the Central Government is satisfied that the employees (except contractor employees) of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2B) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment

from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Calcutta and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary Premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Calcutta and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs, of deceased members who would have been covered under the said Scheme but for grant of this exemption shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/Legal heirs of the deceased member entitled for it any in any case within one month from the receipt of claim complete in all respects"

[No. S-350(4(77)/84-FPG]

का. आ. 3027 मैसर्स यू. पी. स्टेट स्पनिंग मिल्स कम्पनी (न. 1) लिमिटेड बी-2, सर्वोदय नगर कानपुर (यू. पी./5613) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, उत्तर प्रदेश की ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं की अंतरण, निरीक्षण प्रभागों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा

और उसकी बासत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सौंप करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल होंगे जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस वृत्ति में संदेय होता जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विधिवत वारिस/नाम निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, उत्तर प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने के पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिगत की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिवत वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिवत वारिसों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एस०-35014/83-84/एफ०पी० जी०]

S.O. 3027.—Whereas Messrs U.P. State Spinning Mills Co. (No. 1) Ltd. Regd Office B-2, Sarvodaya Nagar, Kanpur, U.P. (UP/5613) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Uttar Pradesh and maintained such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Uttar Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment, do not remain covered under the Group

Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premiums etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased members entitled for it and in any case within one month from the receipt of claims complete in all respects.

[No. S. 35014(83)/84-FPG]

का. आ. 3028.—मैसर्स यू. पी. स्टेट टैक्सटायल कोरपोरेशन लिमिटेड सिपनिंग मिल, हरदोई रोड, सैन्डीला-4 (यू. पी./6747) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उप-बंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय उन्हें है ।

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, यू. पी. को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करें ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों की उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि कीजाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, उत्तर प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत कर

प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने विद्या जाता है तो, छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं.एस.-35014(84)/84-एफ.पी.जी.]

S.O. 3028.—Whereas Messrs U.P. State Textile Corporation Ltd., Spinning Mills, Hardoi Road, Sandila-U.P. (UP/6747) (hereinafter referred to as the said establishment) have applied for exemption under sub-section 2(a) of section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Uttar Pradesh and maintained such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the Salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay neces-

sary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Uttar Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment, do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premiums etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee Legal heirs of the deceased members entitled for it and, in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(84)/84-FPG]

का. आ. 3028.—मैसर्स यू. पी. स्टेट स्पिनिंग मिल्स कम्पनी (सं. 1) लिमिटेड डिस्ट्रीक्ट आजम गढ़ (यू. पी./6546) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहवद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभोग हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, उत्तर प्रदेश को ऐसे विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसे सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों संदाय आदि भी है, होने वाले सभी व्ययों को वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुशेष है।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, उत्तर प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस.-35014/82/84-एफ. पी. जी.]

ए. के. भट्टाचार्य, अवसर सचिव

S.O. 3029.—Whereas Messrs U.P. State Spinning Mills Co. (No.1) Ltd., Maunath Bhajan, District Azamgarh, U.P. (UP/6596) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Uttar Pradesh and maintained such accounts and provide facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3 All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Uttar Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc within the due date as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant this exemption, shall be that of the employer

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased members entitled for it and in any case within one month from the receipt of claim complete in all respects".

[No. S 35014/(82)/84-FPG]

A K BHATTARAI, Under Secy

आदेश

नई दिल्ली, 1 सितम्बर, 1984

का. आ. 3030.—केन्द्रीय सरकार को गम है कि इससे उपावद्ध अनुसूची में विनिर्दिष्ट विषय के बारे में कौदला पोर्ट ट्रस्ट गाँधीधाम (कच्छ) के प्रबंधक से सम्बद्ध एक औद्योगिक विवाद नियोजकों और उनके कर्मचारियों के बीच विद्यमान है,

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णय के लिये निर्देशित करना वांछनीय समझती है,

अतः, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उप-धारा (i) के खंड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री जी एस. बरोट होंगे, जिनका मुख्यालय अहमदाबाद में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिये निर्देशित करती है।

अनुसूची

“क्या कौदला पोर्ट ट्रस्ट, गाँधीधाम (कच्छ) के प्रबंधक की प्रथम श्रेणी ड्राइवर, श्री ए. एम. थॉमस को 6-4-1983 से बर्खास्त करने की कार्यवाही न्यायोचित है? यदि नहीं, तो विवाद में अन्तर्ग्रस्त कर्मकार किस अनुतोष के हकदार है”

[स. एल-37012/1/84-डी-4 (ए)]

ORDER

New Delhi, the 1st September, 1984

S.O 3030 —Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Kandla Port Trust, Gandhidham (Kutch) and their workmen in respect of the matter specified in the Schedule hereto annexed,

And whereas the Central Government considers it desirable to refer the said dispute for adjudication,

Now, therefore, in exercise of the powers conferred by section 7A, and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri G.S. Barot shall be presiding officer, with headquarters at Ahmedabad and refers the said dispute for adjudication to the said Tribunal

SCHEDULE

“Whether the action of the management of Kandla Port Trust, Gandhidham (Kutch) in dismissing Shri A.M. Thomas First Class Driver w.e.f. 6-4-1983 is justified? If not, to what relief the workman in dispute is entitled?”

[No L-37012/1/84-D.IV(A)]

New Delhi, the 3rd September, 1984

S.O 3031.—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi, in the industrial dispute between the employers in relation to the management of American Express International Banking Corporation (Travel Division), New Delhi and their workmen, which was received by the Central Government on the 24th August, 1984

BEFORE SHRI O. P. SINGLA, PRESIDING OFFICER
CENTRAL GOVT. INDUSTRIAL TRIBUNAL,
NEW DELHI.

I.D. No. 42/83

In the matter of dispute between.
Mrs. Surekha Ghai through
General Secretary
American Express Employees Union
Hamilton House
New Delhi

Versus

M/s. American Express International Banking Corporation (Travel Division) Wanger House, Connaught Place New Delhi.

PRESENT:—

Shri V. N. Kaura Advocate—for the Management.
Shri S. Sunderam—for the Workman.

AWARD

The Central Government, Ministry of Labour dated 17-9-82 vide No. L-12012/83/82-D.II(A), made reference of the following dispute to this Tribunal for adjudication:

"Whether the action of the management of American Express International Banking Corporation (Travel Division), New Delhi in reverting Mrs. Surekha Ghai from the post of Teller to the post of Steno-Typist with effect from 1-11-1981, is justified? If not, to what relief is the workman concerned entitled?"

2. Mrs. Surekha Ghai Steno-Typist was required to work as Teller w.e.f. 1-3-81, she was reverted as Stenographer from 31-10-81 afternoon.

3. The Union claimed that her reversion was illegal and unjustified, and that she should be made a Teller continuously and a post of a Teller should be created for her w.e.f. 1-11-81 and that she should be Teller throughout.

4. Management explained that she ceased to work as Teller only because in consultation with the Union, Senior persons, who earlier refused to function as Teller, were made Teller her allowance as Teller was allowed to her even when she ceased to be Teller and that she had been appointed special Teller in the year in 1983.

5. Today, at my intervention, the Union has agreed that the dispute may not be continued and that the financial benefit to Mrs. Surekha Ghai will be very minor and it is not Worth-while for the Union of workmen to carry on this dispute with the management. The Union gave up the dispute and, at the request of the Union, a 'no dispute' award is made.

Further it is ordered that the requisite number of copies of this Award may be sent to the Central Government for necessary action at their end.

O. P. SINGLA, Presiding Officer
[No. L-12012/83/82/D.II(A)/D.IV(A)]

New Delhi, the 5th September, 1984

S.O. 3032.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial, Court No. II, Bombay in the industrial dispute between the employers in relation to the management of Mormugao Port Trust and their workmen, which was received by the Central Government on the 25th August, 1984.

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2,
BOMBAY CAMP, MORMUGAO
Reference No. CCIT-2/17 of 1984

PARTIES:

Employers in relation to the Management of Mormugao port trust and their workmen

For the Employer—Shri U.V.K. Shankwalker, Legal Assistant

For the workmen—Shri V.K. Redker, General Secretary.

AND

Their Workmen.

INDUSTRY: Ports and Docks STATE: Goa, Daman and Diu
Mormugao, the 8th August, 1984

AWARD

(Dictated in the open Court)

By their order No. L-36011/8/83-D.IV(A) dated 2-6-1984 the following dispute has been referred for adjudication under Section 10(1) (d) of the Industrial Disputes Act.—

"Whether the action of the management of Mormugao port Trust in recruiting the Engineering Assistant Grade II from outside, which is a promotional post as per Board resolution No. 91 dated 19-8-1965 without fulfilling the conditions of Section 9A of the Industrial Disputes Act, 1947 is justified? If not, to what relief the Engineering Assistant Grade-III are entitled to?"

2. Today when the matter was called Shri V.K. Redkar on behalf of the Union stated that the employees concerned has been promoted leaving no ground for grievance and as such the Union is no longer interested in prosecuting the case, Hence the reference is disposed of. No order as to costs.

M. A. DESHPANDE, Presiding Officer

[No. L-36011/8/83-D.IV(A)]

S. S. PRASHER, Desk Officer

नई दिल्ली, 5 सितम्बर, 1984

आदेश

का. आ. 3033.—केन्द्रीय सरकार की राय है कि इससे उपा-बद्ध अनुसूची में विनिर्दिष्ट विषय के बारे में विजय बैंक, बंगलौर के प्रबंधतंत्र से सम्बद्ध एक औद्योगिक विवाद नियोजकों और उनके कर्मकारों के बीच विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद का न्यायनिर्णयन के लिये निर्देशित करना वांछनीय समझती है;

अतः, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उपधारा (i) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री. बी. एन. लालगे होंगे, जिनका मुख्यालय बंगलौर में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिये निर्देशित करती है।

अनुसूची

"क्या विजय बैंक के प्रबंधतंत्र की अपनी होसपत शाखों के चपरासी, श्री एन. नागाराजाचर, को 19 फरवरी, 1983 के बाद रोजगार न देने की कार्यवाही न्यायोचित है, यदि नहीं, तो संबंधित कर्मकार किस अनुसूच का हकदार है?"

[सं. एल-12012/47/83-4(ए)]

एस. एस. पराशर, डेस्क अधिकारी

New Delhi, the 5th September, 1984

ANNEXURE

ORDER

S.O. 3033.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Vijaya Bank, Bangalore and their workmen in respect of the matter specified in the Schedule hereto annexed;

And Whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A, and clause (d) of sub-section, (i) of section 10, of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri B. N. Lalage shall be the Presiding officer, with headquarters at Bangalore and refer the said dispute for adjudications to the said Tribunal.

SCHEDULE

"Whether the action of the management of Vijaya Bank in relation to its Hespert Branch in not providing employment beyond February 19, 1983 to Shri M. Nagarajachar, Peon is justified? If not, to what relief is the workman concerned entitled?"

[No. L-12012/47/83/D-IV (A)]
S. S. PRASHER, Desk Officer.

New Delhi, the 1st September, 1984

S.O. 3034.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the industrial dispute between the employers in relation to the management of Benedih Colliery of M/s. Bharat Coking Coal Ltd., Post Office Nawagarh, District Dhanbad and their workmen, which was received by the Central Government on the 28th August, 1984.

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 44 of 1982

In the matter of Industrial Disputes under S. 10(1)(d) of the I. D. Act., 1947.

PARTIES : Employers in relation to the management of Benedih Colliery of Messrs. Bharat Coking Coal Limited, Post Office Nawagarh, District Dhanbad and their workmen.

APPEARANCES

On behalf of the employers.—Shri B. Joshi, Advocate.

On behalf of the workmen—Shri D. Mukherjee, Secretary.

Bihar Colliery Kamgar Union,
Dhanbad.

STATE : Bihar.**INDUSTRY :** Coal

Dhanbad, the 23rd August, 1984

AWARD

The Government of India in the Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act., 1947 has referred the following dispute to this Tribunal for adjudication under Order No. L-20012 (444)/81-D. III(A), dated, the 30th April/3rd May, 1982

SCHEDULE

"Whether the demand of the workmen of Benedih Colliery of Messrs. Bharat Coking Coal Limited, Post Office Nawagarh, District Dhanbad for Category-III wages to the workmen mentioned in the Annexure below, with retrospective effect, is justified? If so, to what relief are the workmen concerned entitled and from what date?"

1. Shri Phuti Mahato.	Timber Mazdoor.
2. Shri Mahuru Kumhar	Timber Mazdoor
3. Shri Jamurruddin No. 2	Timber Mazdoor
4. Shri Lachman Mahato	Timber Mazdoor
5. Shri Aghnu Mahato	Timber Mazdoor
6. Shri Bikhan Mahato	Timber Mazdoor
8. Shri Bilash Disadh	Timber Mazdoor
9. Shri Kali Dhobi	Timber Mazdoor
10. Shri Sanikhar Mahato	Timber Mazdoor
11. Shri Hulas Roy	Timber Mazdoor

The case of the workmen is that the 11 concerned workmen were working as Timber Mazdoor since the date of take over in Cat. II. Formerly they were working in K. B. Incline section which is also called Chauvania incline of Benedih Colliery. Thereafter they worked in Benedih incline 11/12 Seam. They were assisting the Timber Mistry in timbering props or more than 10 feet. Depillering was going on in the above two sections and they were regularly helping the timber mistry in setting the props of more than 10 feet. It is denied by the concerned workman that they had ever worked in erecting prop of less than 10 feet height. As per provisions of the Wage Board Recommendation the concerned workman were entitled to receive cat. III wages but they were given Cat. II wages by the management. The concerned workman demanded the wages of Cat. III but the management did not grant them. The union thereafter raised an industrial dispute before the ALC(C), Dhanbad on 1-7-81. During the conciliation proceeding the management agreed to settle the issue amicably and requested the union to withdraw the dispute. The Union was insisting on conciliation settlement. The conciliation ended in failure. After the submission of the failure report to the Government of India, the management issued Office order placing the concerned workman in Cat. III since September, 1981. But the said Office Order was not implemented. The said Office Order was issued with ulterior motive to deprive the concerned workman of their legal claim and also for the purpose that the dispute may not be referred for decision to the Tribunal. The concerned workman claim Cat. III wages w.e.f. 1-5-72 with all consequential benefits.

The case of the management is that the concerned workmen were working as Timber Mazdoor in Cat. II and they were paid the wages of Cat. II as per Wage Board Recommendation. They were assisting the prop mistry in setting props of less than 10 feet in height. As soon as they were employed in setting props of 10 feet height and above they were fixed in Cat. III and were paid the wages of Cat. III. Benedih Colliery was a small mine at the time of nationalisation on. 1-5-73. It was subsequently reorganised into a bigger mine after amalgamating and joining small mines with it. Benedih Colliery has several coal seams of various thickness which are worked by board and pillar system of mine. According to the system of minning first working is carried on by development system and thereafter the working is completed by depillering system. In case of working carried on by development system, the gallery height do not exceed 10 feet height in all and as such there is no scope for erection of props of 10 feet or more in height in the development system. The coal minning by depillering system may or may not require props of 10 feet or more depending on thickness of coal seams, geological conditions of minning, detailed lay out and manner of extraction of coal. Setting of props of 10 feet or more is required only in depillering operations in the coal seams. The concerned workmen were deployed first in the development workings where the height of the galleries were less than 10 feet and there was no need for erection of props of 10 feet or above in any of the galleries and accordingly they were placed in Cat. II. The management commenced depillering operations in some of the seams which were less than 10 feet in thickness. The concerned workmen were employed in depillering areas in those seams which were less than 10 feet in thickness. Thereafter thicker seams were depilled and the concerned workmen were deployed in depillering in thicker seams. The process of deployment of the concerned workmen changed slowly stage by stage and in the year 1981 they were deployed in erecting props of 10 feet or more and when found suitable on the basis of their performance in work they were fixed in Cat. III w.e.f. 1-9-81. Steel props are not used in Benedih Colliery and prior to 1981 timber props of 10 feet and more were not in use

The concerned workmen are not entitled to Cat. III wages from 1-5-72 when they were employed to erect props of 10 feet or more they were placed in Cat. III in 1981.

The only question to be decided in this reference is regarding the period from which Cat. III wages was payable to the concerned workmen.

Admittedly, the concerned workmen were regularised in Cat. III since first of September, 1981, as prop mazdoors. According to the case of the concerned workmen in the W.S. their claim is that they were working in Cat. III since the time of nationalisation and they are entitled to Cat. III wages since 1-5-72. The case of the management on the other hand is that formerly the concerned workmen were employed in setting up pillars of less than 10 feet and that when they were employed in setting pillars of more than 10 feet they were given Cat. III wages since 1981.

WW-1 Shri Sanichar Mahato is one of the concerned workmen. He has stated that he along with the concerned workmen were working as Timber Mazdoors since the date of take over and that at the time of take over they were working in Chauania section which is also known as K. B. Incline of Benedih Colliery and thereafter they were working in Benedih incline 11/12 seams. He has further stated that depillering work was going on in the above sections of the mines and they were consisting the timber. Mistry timbering the props of more than 10 feet. He has admitted that they were given Cat. III wages in 1981 but their claim is for Cat. III wages since the time of take over. In his cross-examination he has admitted that in development system of mining the galleries are not more than 10 feet. He has also stated that he had worked in development system of mines and depillering system. He has not stated as to when he had worked in development system of mines. MW-1 Shri S. S. Thakur is the Agent of Benedih Colliery since August, 1981. He has stated that when he joined in Benedih Colliery in August, 1981 advanced timbering was done in development of galleries which were all less than 10 feet and that in August, 1981 depillering work was started and thereafter all the props used were more than 10 feet. He has further stated that since September, 1981 Prop mazdoors were regularised as Cat. III mazdoors. He has also stated that no gallery can be of more than 10 feet in the development system of mining. From his cross-examination it appears that he had seen the concerned workmen working as prop mazdoors when he had joined. He has named five inclines in Benedih Colliery in 1981. He was unable to say the incline in which the concerned workmen were working in 1981 and prior to 1981. Thus this witness cannot specifically deny about the assertions of the concerned workmen that they were setting props of more than 10 feet since before 1981. According to the concerned workmen they were working in Chauania Section which is also known as K.B. Incline but MW-1 was unable to say if depillering work started in Chauania section prior to the take over by the Government. Thus MW-1 was not the competent witness to deny the assertions of the concerned workmen that they were has accepted that depillering work was going in K.B. Section since prior to his joining as Agent of Benedih Colliery. MW-1 has accepted that depillering work was going in K.B. Section since before he joined at Benedih Colliery and as such it appears that the concerned workmen were working in depillering system of mining where props of more than 10 feet height were being fixed by them. He has further stated in his cross-examination that he does not know if any depillering work had been done in 11/12 Seam prior to his joining. Thus MW-1 was not competent to deny the assertions of the concerned workmen that they were working in 11/12 Seam in which depillering work was going on since before the joining of MW-1. It appears from the evidence of MW-1 that 11/12 Seam was exhausted in 1982 and it is most probable that 11/12 Seam in which the concerned workmen were working in depillering system was being mined since before

1982. On perusal of the oral evidence it seems that the concerned workmen were working as Prop Mazdoor in depillering system since before joining of MW-1 but we do not have the specific time since when the concerned workmen were working as Prop Mazdoor in Cat. III. WW-1 has stated that they were timbering the props of more than 10 feet in depillering system of mining in Chauania Section and 12 Seam and this evidence of WW-1 has not been falsified either in his cross-examination or in the evidence of MW-1 who does not appear to be competent to deny the assertions of WW-1. The fact that the concerned workmen were regularised in Cat. III since September, 1981 itself suggests that they were fixing props of more than 10 feet since before their date of regularisation. There is also an indication in Para-11 of W.S. of the management that the concerned workmen were fixing props of more than 10 feet since before their regularisation in Cat. III. It is stated in para-11 of the W.S. of the management that the concerned workmen were first put on trial basis and as soon as they were found suitable on the basis of performance of their duties, they were fixed in Cat. III w.e.f. 1-9-81. Thus it cannot be said that the concerned workmen were fixing props of more than 10 feet only w.e.f. 1-9-81. Taking all these factors into consideration it appears that the concerned workmen were fixing props of more than 10 feet in K.B. Section (Chauania Section of Benedih Colliery) and 11/12 Seam since the time of take over.

It will appear from the evidence of MW-1 that the management maintains plans of the Colliery and that permission has to be taken from D. G. M.S. Office for development and depillering work. He has stated that the plan will show that thickness of the seam and the development being made. He has further stated that no depillering can be done without the permission from the D. G. M. S. Office. These papers are expected to be with the management which could have shown the period from which the development system of mining and depillering system of mining was started in K.B. Section and 11/12 Seams of Benedih Colliery. It's non-production has to be taken adversely against the management. If the assertion of the concerned workmen were not true as being asserted from the very beginning of the demand being made by them, the management could have produced these papers to falsify the claim of the concerned workmen that the depillering system of mines had not started since before 1981 in which the concerned workmen were working.

In view of the facts, evidence and circumstances of the case discussed above, I hold that the demand of the concerned workmen for Cat. III wages with retrospective effect since the year 1972 is justified. Accordingly the concerned workmen are entitled to all the benefits of Cat. III since the said period.

This is my Award.

I. N. SINHA, Presiding Officer
[No. L-20012(444)/81 D III(A)]

New Delhi, the 3rd September, 1984

S.O. 3035.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the Industrial Dispute between the employees in relation to the management of Giridih Colliery of M/s. Central Coalfields Ltd., P.O. Benadiah District Giridih and their workmen, which was received by the Central Government on the 29th August, 1984.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD.

Reference No. 120 of 1982

In the matter of Industrial Disputes under S. 10(1)(d) of the I.D. Act., 1947.

PARTIES :

Employers in relation to the management of Giridih Colliery of M/s Central Coalfields Limited, P.O Benadiah. District Giridih and their workmen.

APPEARANCES :

On behalf of the employers.—Shri R. S. Murthy, Advocate.

On behalf of the workmen.—Shri B. Joshi, Advocate.

STATE : Bihar. INDUSTRY : Coal.

Dhanbad, the 22nd August, 1984.

AWARD

The Government of India in the Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication under Order No. L-20012(183)/82-D.III(A), dated the 8th October, 1982.

SCHEDULE

"Whether the action of the management of Giridih Colliery of Central Coalfields Limited, Post Office Benidih, District Giridih in withdrawing authorisation of Shri Shyam Sunder Mistry to work as Electrical Supervisor is justified? If not, to what relief is the workman concerned entitled?"

The case of the management is that the Reference is bad in law, invalid, non maintainable and without jurisdiction. It is stated that the dispute has not been raised by a competent person in as much as the person who has raised the dispute in the capacity of the President of the union in fact is not its President. Shri Chaturanan Mishra is the President of the Union and not Shri Omilal Azad. Even if the case of the union is that Shri Omilal Azad is the President of the Branch of the sponsoring union at Giridih, he is not competent to raise the dispute in as much as he is not empowered to do so under the constitution of the union and the branch cannot represent the parent union which alone is competent to sponsor the dispute. There is no Industrial Dispute in this reference as no demand was made by the workmen on the management relating to the matters covered by the Reference. The subject matter of the reference cannot constitute an Industrial Dispute under section 2(k) of the I.D. Act. The concerned workman who is claiming to be an electrical supervisor being a supervisor is out side the scope of Section 2(s) of the I.D. Act., his wages being more than Rs. 500 per month.

The concerned workman Shri Shyam Sunder Mistry was working in Giridih Colliery for several years and was presently working as Electrical Chargeman in NCMA-II pay scale of Rs. 572-1008. He was first appointed on 23-6-58 and was promoted to the post of Electrical Chargeman w.e.f. 1-8-79. In the open cast mine of Giridih Colliery there was requirement of a person to discharge the duties of Electrical Supervisor and therefore the Colliery Management, Open Cast Mines issued authorisation in favour of Shyam Sunder Mistry, Electrical Chargeman on 13-3-80 to work as Electrical Supervisor for Open Cast Mines, Giridih under Rule 45(1) of Indian Electricity Rules, 1956. Sometime after Madan Bhuia another Electrical Chargeman of Giridih Colliery who was senior to the concerned workman felt aggrieved and filed a petition that he should have been authorised as Electrical Supervisor. The contentions of Shri Madan Bhuia found favour with the management as he was actually senior to the concerned workman. It was also found by the management that the performance of Shri Syam Sunder Mistry was not satisfactory as Electrical Supervisor as he failed to maintain the statutory records. Shri Madan Bhuia had been appointed as Chargeman w.e.f. 12-2-79 whereas the concerned workman was appointed as Electrical Chargeman on 1-8-79. After reviewing the entire matter the management decided to withdraw the authorisation given to the concerned workman and Shri Madan Bhuia was authorised as Electrical Supervisor vide Office Order dated 14-3-81 and thereafter the concerned workman was stopped to do the job of Electrical Supervisor.

The Supervisory post of electrical and mechanical departments in different area in accordance with the Wage Board Recommendation modified by NCWA-I & II are Chargeman (E) in Technical Supervisory Grade-C, Foreman(E) in Technical Supervisory Grade B and Foreman Incharge (B) in Technical Supervisory Grade-A. There is no post as Electrical Supervisor with any specific pay of scale. In

many cases even chargeman performs the duties of Electrical Supervisor. It is necessary to employ person to discharge the duties of Electrical Supervisor in the mines under the electricity act and electricity rules to look after the electrical installation and the enactment of the said electricity rules refer to the duties and functions of the Electrical Supervisor. The management has promotion rules which lay down the qualifications to be possessed by the incumbent of the post, the conditions of eligibility in terms of experience, skill proficiency etc. and the selection is made on the basis of seniority-cum-merit taking into account all the eligible employees in that area consisting of a group of collieries. Giridih Colliery is one of the Colliery of Central Coalfields Ltd. Sometimes it so happened that eligible and suitable persons are not available in the same colliery and it takes time to make selection and move persons in higher posts after promotion and on such occasions the available employees fulfilling the satisfactory qualifications but not the other conditions of eligibility are asked to discharge the duties of the higher posts depending on the actual arrangement. Neither Madan Bhuia nor the concerned workman were regularly appointed or promoted as Foreman which is the next higher post after Electrical Chargeman. The promotions are made on the basis of the recommendations of duly constituted Departmental Promotion Committee and no such committee had been constituted for this purpose. Neither of them have any right to claim promotion to the post of promotion as they did not fulfil the conditions of eligibility. It is also to be seen that all eligible candidates in the rank of Electrical Chargeman in the entire area i.e. Bokaro and Kargali Area have to be considered at the time of promotion from the post of Electrical Supervisor to Electrical Foreman. The arrangement which was made either in the case of the concerned workman or in the case of Madan Bhuia by its nature is purely temporary and is a stop gap arrangement and action for the permanent arrangement is in process. The authorisation of Shri Madan Bhuia or the concerned workman does not entitle them to any financial benefit but the management has allowed them an allowance for the period they discharged the duties of Electrical Supervisor. The concerned workman is not the senior most Electrical Chargeman at Giridih Colliery or Bokaro and Kargali Area and as such he cannot claim as a matter of right to be retained as Electrical Supervisor. As such the management was justified in withdrawing the authorisation of the concerned workman to work as Electrical Supervisor. It is further submitted that if the issue is treated as a case of promotion, the promotion is sole function of the management and the functions and the jurisdiction of the Industrial Tribunal are circumscribed in this respect.

The case of the workmen is that the concerned workman Shri Shyam Sunder Mistry was working in Giridih Colliery since several years and presently he is designated as Electrical Chargeman. The concerned workman is matriculate and possesses the Electrical Supervisory certificate of competency from Government of Bihar bearing No. 4507 dated 5-7-77. The management required Electrical Foreman under pay scale of Rs. 640-1160 and the concerned workman was authorised by the management vide its letter dated 13-3-80 to work as Electrical Supervisor for open cast mine. Although the concerned workman was authorised by the management to do the job of Electrical Supervisor/Foreman, he was not paid the acting allowance for the said post and as such the concerned workman demanded for the payment of acting allowance which irritated the management. The concerned workman as per provisions of the certified standing orders demanded for his regularisation of service conditions from Electrical Chargeman to Electrical Supervisor/Foreman with retrospective effect. The management with vindictive attitude withdrew the authorisation of the concerned workman overlooking his just claim for being regularised as Electrical Foreman. The concerned workman protested and demanded payment of acting allowance from the management for the period from 13-3-80 to 20-4-81 and regularisation of service conditions from Electrical Chargeman to Electrical Foreman with effect from 13-3-80 but the management declined. Thereafter the union also represented before the management and made demands for payment of acting allowance to the concerned workman and regularisation of his service as Electrical Foreman w.e.f. 13-3-80 but the management did not accede to the representation of the union. Thereafter the union raised an

Industrial Dispute before the ALC(C), Hazaribagh by its letter dated 5-5-82. During the conciliation proceeding the management refused to settle the dispute amicably and it ended in failure ultimately leading to the present reference. The Branch of the United Coal Workers Union is empowered to raise the Industrial Dispute within its jurisdiction. The workmen of the union severally demanded from the management for the payment of acting allowance and regularisation of service conditions. The concerned workman had discharged his duties satisfactorily and efficiently as Electrical Supervisor and there was no complaint regarding his inefficiency. The concerned workman has already put more than one year continuous service as Electrical Supervisor and the plea regarding the grievances of Madan Bhuia is an attempt to cover the wrong done to the concerned workman.

The points for consideration are whether withdrawal of authorisation of the concerned workman to work as Electrical Supervisor is justified and whether the concerned workman has any legal right to continue as Electrical Supervisor.

It is the admitted case of the parties that the concerned workman Shri Shyam Sunder Mistry who was holding Electrical Supervisory Certificate of competency was authorised to work as Electrical Supervisor for open cast mines, Giridih under Rules 45 (1) of Indian Electricity Rules, 1956 vide Office Order Ext. M-1 dated 13-2-80. It is also admitted that vide Office Order Ext. M-2 dated 14-3-81 the authorisation of the concerned workman was withdrawn and Shri Madan Bhuia Electrical Chageman also holding electrical supervisors certificate of competency was authorised to work as Electrical Supervisor under Indian Electricity Rules. Ext. M-3 is the representation dated 9-3-81 filed by Shri Madan Bhuia to the Colliery Manager, Open Cast, Giridih claiming authorisation to work as Electrical Supervisor of the Open Cast mines on the grounds of seniority. It will appear from his petition that he was promoted as Electrical Chageman on 12-2-79 whereas the concerned workman was promoted to the post of Electrical Chageman on 1-8-79. It appears from his representation that the concerned workman was junior to him as Electrical Chageman. The management has produced the photostat copy of the Services records of the concerned workman and Madan Bhuia which are marked as Ext. M-8 and M-7 respectively. On perusal of the service records it appears that the concerned workman joined as Chageman electrical with effect from 1-8-79 and that Shri Madan Bhuia joined as Chageman Electrical on 12-2-79. It is clear, therefore that the concerned workman was junior to Madan Bhuia in the post of Electrical Chageman. The concerned workman who has examined himself as WW-1 has stated at page-4 of his cross-examination that he was appointed as Chageman on 1-8-79 and Madan Bhuia was appointed as Chageman on 12-2-79. Thus there appears to be no room for doubt in giving a finding that the concerned workman was junior to Shri Madan Bhuia in the post of Electrical Chageman. It appears that the concerned workman was under mis-conception that the seniority will be counted with reference to the passing of the examination of the Electrical Supervisorship examination. WW-1 has stated in his examination in chief that he passed the Electrical Supervisorship examination on 5-7-77 whereas Madan Bhuia passed the Electrical Supervisorship examination one year after him. On perusal of Ext. M-7 and M-8 it will appear that the concerned workman passed the Supervisor competency examination on 5-7-77 and that Madan Bhuia passed the said examination 6-4-78. It is true that Madan Bhuia passed the said examination after the concerned workman but in consideration for promotion the date of passing the examination is not the criteria for seniority but the date of promotion in the post of Electrical Chageman is the criteria of seniority for promotion. It is therefore clear that the concerned workman was junior to Madan Bhuia as Electrical Chageman and as such the action of the management in de-authorising the concerned workman and authorising Shri Madan Bhuia to work as Electrical Supervisor does not appear to be unjustified.

Admittedly, the management has a promotion policy. The cadre scheme as finalised by the Promotion policy committee has been filed as Ext. M-9 in this case. Ext.

M-10 is the Cadre scheme of promotion rules for Electrical and Mechanical disciplines dated 26-6-84. The previous cadre scheme with the scales of NCDC has been filed which is Ext. M-11. Admittedly, NCDC Ltd was the predecessor of the Central Coalfields Ltd. and as such the cadre scheme of NCDC was applicable prior to the present cadre scheme. MW-1 has stated that Electrical Chageman are promoted to the post of Foreman Electrical and Foreman Electrical is promoted to the post of Foreman In-charge Electrical and that then promotions is considered areawise which consists of number of collieries. He has stated that Giridih Colliery is in B and K Area. He has further stated that the conditions of Electrical Chageman for selection to the post of Electrical Foreman is that they should put in 3 years service as Electrical Chageman and possess electrical supervisors certificate and that selection is made on the basis of seniority-cum-merit. He has also stated that the Chairman constitutes selection committee for the selection of the candidates for promotion and that sometimes acting arrangements are made on the higher post before final selection is made. He has further stated that Electrical Chageman, Electrical Foreman incharge and Assistant Engineer are authorised to discharge the duties of Electrical Supervisor. WW-1 has stated that Giridih Colliery falls under Bokaro and Kargali Area in which there are other collieries and that the General Manager is the head of the Area. He has stated that there are posts of Foreman above Chageman and above it is the post of Foreman incharge. Thus according to his evidence also it will appear that an Electrical Chageman is promoted to the post of Foreman and the Foreman is promoted to the post of Foreman incharge. The concerned workman WW-1 has stated that promotion is made by D. P. C. on the basis of seniority cum merit and that candidates are interviewed for selection by the DPC. He has accepted that the selection to the post of Foreman and Foreman incharge is areawise. He had actually appeared before the D. P. C. for promotion to the post of Foreman about 2 months prior to his deposition in this case. Thus WW-1 has himself accepted the promotion policy of the management. It is evident from the evidence that the promotion from the post of Electrical Chageman to Electrical Foreman or from the Electrical Foreman to the post of Electrical Foreman incharge has to be made by the DPC on the basis of seniority-cum-merit areawise. Admittedly, the concerned workman was not authorised to work as Electrical Supervisor on the recommendation of the DPC and it will also appear that the concerned workman was not considered for promotion from the post of Electrical Chageman to the post of Electrical Foreman by the DPC. The fact that the concerned workman has appeared before the DPC for promotion to the post of Foreman about 2 months ago, shows that he was only an Electrical Chageman wanting for being promoted to the post of Electrical Foreman by the DPC. It cannot, therefore, be said that the concerned workman was working as Foreman.

The authorisation to work as Electrical Supervisor is a statutory obligation of the management as to authorise a person to discharge duties of Electrical Supervisor in the Mines under the Electricity Act and Electricity Rules to look after the Electrical installations. It is evident from the evidence of MW-1 and WW-1 that there is no post of Electrical Supervisor with any specific pay scale and that the Chageman, Foreman or Foreman incharge are authorised to work as Electrical Supervisor. The normal channel of promotion is from Electrical Chageman to Electrical Foreman and from Electrical Foreman to Electrical Foreman incharge and there is no in between to show that a chageman can be promoted to the post of Electrical Supervisor having any specific pay scale. MW-1 has stated that even Electrical chageman can be authorised to act as Electrical Supervisor if he holds the supervisor's certificate of competency. Thus the authorisation of the concerned workman who was working as Electrical chageman to work as Electrical Supervisor was not a post of promotion and it is only an extra duty to which the concerned workman was authorised to work. Admittedly, the concerned workman who was given extra allowance for the period he had worked as Electrical Supervisor and that extra allowance might be equal to the scale of pay of Electrical Foreman but that does not necessarily mean that the concerned workman was promoted to the post of the Foreman entitling him to be regularised in the post of Foreman in view of the fact that he had worked continuously for one year as Supervisor. The authorisation given to the concerned workman to work as

Electrical Supervisor cannot, therefore, be said to be a post of promotion or that he was asked to work as Foreman for a period of one year. As it will appear from the evidence that a promotion to a higher post can be made only on the basis of the recommendation of the DPC, it cannot be said that the concerned workman was promoted to Electrical Supervisor/Foreman.

I have discussed above that the concerned workman was junior to Shri Madan Bhuia and that the management considered the matter of seniority on the representation of Shri Madan Bhuia who was claiming to be authorised as Electrical Supervisor. The management considered his representation and deauthorised the concerned workman and authorised Madan Bhuia to act as Electrical Supervisor on the ground of seniority and I do not think that the management was motivated because of any bias against the concerned workman in deauthorising him and authorising Madan Bhuia. In the above view of the matter I hold that the withdrawal of the authorisation of the concerned workman was not unjustified.

The post of Electrical Supervisor is no doubt a permanent post under the statute but there is no specific scale of Electrical Supervisor a chageman, Foreman or Foreman incharge can be authorised to act as Electrical Supervisor and the scale of pay of the person authorised as Electrical Supervisor will be that as the parent post hold by him having specific scale of pay. As discussed above, it will appear that the authorisation of the concerned workman as Electrical Supervisor was not the post of promotion and as such he did not derive any legal right to continue as Electrical Supervisor. It is for the management to authorise a chageman, Foreman or Foreman incharge having the Supervisory certificate of competency to work as Electrical Supervisor and it is upto the satisfaction of the management as to which of the person could be authorised to work as Electrical Supervisor. The authorisation to work as Electrical Supervisor is not a post of promotion and the person authorised retains the post and the scale of pay which he was holding at the time of authorisation to work as Electrical Supervisor. In view of the above, I hold that the concerned workman has no legal rights to continue as Electrical Supervisor.

It will appear from Ext. M-9 which is the Cadre Scheme of E & M personnel finalised by Promotion Policy Committee that for promotion to the post of Foreman Electrical from the post of Chageman 3 years experience as Chageman is required. The concerned workman was promoted to the post of Chageman on 1-8-79 and till 1-8-82 he had not completed 3 years of service so as to make him eligible for being promoted to the post of Foreman from the post of Chageman. On this aspect as well, it will appear that the concerned workman could not have been promoted as Foreman without completing 3 years of service as Chageman and it shows that the concerned workman while being authorised to work as Electrical Supervisor was not holding the post of Foreman.

All other questions raised on behalf of the management in his W.S. were not pressed.

On consideration of the entire facts, evidence and circumstances of the case, I hold that the action of the management of Giridih Colliery in withdrawing authorisation to Shri Shyam Sunder Mistry to work as Electrical Supervisor was justified and as such the concerned workman is entitled to no relief.

This is my Award.

L. N. SINHA, Presiding Officer
(No. L-20012(183)/82 D. III(A))

New Delhi the 4th September, 1984

S.O. 3036.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad in the industrial dispute between the employers in relation to the management of Ekra Engineering workshop of M/s. Bharat Coking Coal Ltd., Post Office Kusunda, District Dhanbad and their workmen, which was received by the Central Government on the 31st August, 1984.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD.

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No 26 of 1980.

PARTIES :

Employers in relation to the management of Ekra Engineering Workshop of Messrs Bharat Coking Coal Limited, Post Office Kusunda, District Dhanbad.

AND

Their Workmen.

PRESENT : Mr. Justice Manoranjan Prasad (Retd.)
Presiding Officer.

APPEARANCES :

For the Workmen—Shri D. L. Sengupta,

For the Workmen : Shri D. L. Sengupta,
Senior Advocate, Supreme Court,
along with Shri B. N. Sharma.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, dated, the 27th August, 1984

AWARD

By Order No. L-2012(26)/80-D. III. A, dated, the 22nd October, 1980, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute to this Tribunal for adjudication :

“Whether the demand of the workmen of Ekra Engineering Workshop of Messrs Bharat Coking Coal Limited, Post Office Kusunda, District Dhanbad that the workmen mentioned in Annexure A should be departmentalised is justified? If so, to what relief are the workmen entitled?”

Annexure A'

Moulder

1. Shyamlal Gupta,
2. Motilal
3. Rajendra Pd. Gupta
4. Bijoy Gope
5. Gajo Ram
6. Safo Ahmed

Moulder Helper

7. Arjun Paswan,
8. Sukhdeo Prasad
9. Seo Prasad Gope
10. Kishore Paswan
11. Moti Dusad
12. Dilchandra Gope

Furnish Man

13. Baleshwar Prasad,
14. Lalan Paswan
15. Kedar Paswan

Mazdoor

16. Prabhulal Pasi
17. Bali Paswan
18. Gain Chand Dusadh
19. Soti Kamin
20. Gandia Kamin
21. Balku Paswan
22. Gulab Chandra Mahato
23. Daso Mahato
24. Anugrah Narain Singh
25. Kalicharan Mahato
26. Siya Charan
27. Kapildeo Paswan
28. Ajoy Chatak

Mazdoor

29. Rajendra Choubey
30. Suresh Paswan
31. Rambachan Prasad
32. Indal Paswan
33. Harinandan Paswan
34. Biswanath Gope
35. Nunulal
36. Prem Lal Prasad
37. Ganesh Prasad
38. Shyam Bihari Mistry
39. Binod Kumar
40. Jafar Alam
41. Ashok Kumar
42. Dhananjay Prasad
43. Mithilesh Kumar
44. Ramasbray Sharma
45. Rajendra Paswan
46. Durga Mahato.

2. The case of the concerned workmen, who are 46 in number has been sponsored by the Janta Mazdoor Sangh. Their case, as disclosed in their written statement, rejoinder and supplementary written statement, is that the Ekra Engineering Workshop of M/s. Bharat Coking Coal Ltd. (hereinafter referred to as the company) caters to the needs of the different collieries of the company by manufacturing parts of machineries as well as by undertaking their repairs and most of them are skilled or semi-skilled workers who had been in continuous employment of Ekra Engineering Workshop from the year 1973 as permanent employees performing different kinds of skilled and semi-skilled jobs in connection with the jobs done in the workshop. But, in order to deprive them of the benefits of permanent employment, the management fraudulently showed them as engaged through contractor by naming one of the concerned workman as contractor though at no material period of time any contractor was engaged for the jobs in which they worked. Neither the management had got itself registered nor the so-called contractors had obtained any license under the Contract Labour (Regulation and Abolition) Act, 1970, but for its own benefits the management was maintaining separate records in respect of them though they had been pressing the management to regularise their records of employment in the workshop. When the National Coal Wage Agreement No. 1 came into force with effect from 1-1-1975 giving increase in the wages and other emoluments of the workmen employed in coal industry, the concerned workmen, who were paid on vouchers for which separate accounts were maintained for them through contractors who were actually supervisors, demanded direct employment in the company and regular payments on pay sheets as was being done in the case of the company's other regular employees, whereupon they were victimised and violently thrown out of employment with effect from 29-1-75 on the ground that they were contractors' labour, which amounts to their illegal retrenchment as the mandatory provisions of Sections 25F and 25N of the Industrial Disputes Act, 1947 were not complied with. Their contention, therefore, is that the action of the management in effecting their retrenchment was illegal, arbitrary, void, inoperative and a glaring instance of unfair labour practice and that they should be deemed to be in the employment of the company and to be entitled to receive full back wages and full benefits from 29-1-1975 to the date of their actual reinstatement in service. The matter in dispute was mutually negotiated on numerous occasions from colliery level to Area level and lastly at the level of the Director Personnel of the company, but with no fruitful results. Thereafter the sponsoring union raised the issue before the Asstt. Labour Commissioner (C), Dhanabad, who invited the parties to discuss the matter with him on several dates, but due to the adamant attitude of the management the conciliation proceeding ended in a failure report leading to the present reference. Their prayer, therefore, is that they should be departmentalised and reinstated in service with full back wages from the date of their stoppage of work i.e. 29-1-1975.

3. On the other hand, the case of the management as contained in its written statement, rejoinder and supplementary rejoinder is that the Ekra Engineering Workshop, which is registered under the Factory Act, executes orders placed by the Ekra Central Workshop functioning under the Development and Construction Department of the company, and the works undertaken by the Ekra Engineering Workshop are mainly casting and moulding which are used as components of machines of various collieries of the company; and the

Central Government is not the appropriate Government to refer the present dispute. The contractors, namely, Shyamlal Gupta, Motilal, Ramesh Prasad and Shiv Dayal Gupta used to execute contract work for casting and moulding with the help of cupola through workmen engaged by them at rates settled and fixed between the contractors and the management and, though only one of the above four contractors at a time used to execute the contract work, each one of them used to employ the same set of workmen for execution of contract work for different periods, and the moulding tools were also provided by the contractors themselves and the contractors used to pay the wages of their workmen with which the management had no concern. But it is absurd to imagine that 46 workmen mentioned at Annexure 'A' of the Schedule to the order of reference could be accommodated in the moulding jobs carried on with the help of cupola as the maximum number of workmen who can be engaged to the casting job cannot exceed more than 15 or 16 at a time in one shift in one day. Out of the above named four contractors, Shamlal Gupta and Motilal are two of the concerned workmen named at serial nos. 1 and 2 respectively in Annexure 'A' of the schedule to the order of reference. The management is, however, not aware if the concerned workmen mentioned at serial nos. 3 to 46 of the said Annexure 'A' were permanent employees working under the contractors or they were skilled or semi-skilled workmen. The two contractors concerned in this reference have included in the said Annexure a large number of persons who are in search of employment and who wish to enter into the services of the company through the back door methods with the help and assistance of the sponsoring union under some pretext. There was no employer-employee relationship between the management and the workmen listed at serial nos. 3 to 46 of the said Annexure 'A' and hence there was no question of the management maintaining any separate records for them. So far as Shamlal Gupta and Motilal at serial Nos. 1 and 2 of the said Annexure 'A' are concerned, since they were contractors, no other records regarding them except the work orders were maintained by the management. Since the concerned workmen were not appointed at any time by the management and since Shamlal and Motilal listed at Serial Nos. 1 and 2 of Annexure A were contractors, there was also no occasion for them to press for regularisation of their records of employment nor there was any genuine ground for amicably settling the alleged dispute. It is denied that the concerned workmen were in continuous employment of Ekra Engineering Works from 1973 to 28-1-1975. The jobs of moulding were required temporarily only in the year 1974 at intervals to meet the temporary needs in view of various new plants set up in the mines after nationalisation and amalgamation of the adjoining collieries and the persons who were actually employed by the contractors were employed on temporary jobs for temporary periods and their employment was purely of casual nature and there was no probability of the contractors' workmen working for more than 240 days in a year to attract the provisions of section 25-P or 25-N of the Industrial Disputes Act, 1947. Therefore there is no justification in the demand of the concerned workmen for their departmentalisation. Moreover, a similar dispute for departmentalisation of another set of workmen of the contractors was raised by another union, namely, the Rashtriya Colliery Mazdoor Sangh, and, on failure of the conciliation the dispute was referred to this Tribunal which was registered as Ref. No. 3/77 in which the Rashtriya Colliery Mazdoor Sangh had entered into a settlement with the management regarding those workmen of the contractors and an award was passed in terms of that settlement and all the genuine workmen of the contractors engaged by and working under the contractors were included in that settlement; and for that reason also this new dispute raised by the new set of concerned workmen through another union, namely, the Janta Mazdoor Sangh, is bad. The contention of the management, therefore, is that the concerned workmen are not entitled to any relief.

4. At the outset I would like to dispose of the preliminary objection raised by the management regarding the competency of the Central Government to refer this dispute for adjudication. In this connection it is the evidence of Mahendra Prasad Singh (WW-1), who is a Surveyor in Loyabad Colliery, that Ekra Engineering Workshop is situate within the premises of Bansdeopur Colliery and that the map, Ext. M-1, shows the location of Ekra Engineering Workshop within the premises of Bansdeopur Colliery. The said map Ext. M-1 which has been filed by the management and has been marked as a management's exhibit, also shows that the Ekra Engineering Works is situate within the premises of

Bansdeopur Colliery. Dwika Prasad (WW-2), who is a moulder in Ekra Engineering Workshop, has also deposed that the workshop is situate within the premises of Bansdeopur Colliery which has not been challenged on behalf of the management in his cross-examination. It has also not been disputed on behalf of the management that Ekra Engineering Workshop is situate within the premises of Bansdeopur Colliery. In fact, it is also the evidence of Sri C. D. Choudhery (MW-1) who worked in Ekra Engineering Workshop from 1-1-74 to 17-1-79, that Ekra Engineering Workshop formerly belonged to a private owner, and, after the vesting of Bansdeopur Colliery and other collieries in the company, the Ekra Engineering Workshop also vested in the company sometime before he had joined the Ekra Engineering Workshop. Under item (vii) of the definition clause (j) of section 2 of the Mines Act, 1952, "mine" includes all workshops situated within the precincts of a mine and under the same management and used solely for purposes connected with that mine or a number of mines under the same management. Therefore, the Ekra Engineering Workshop comes within the definition of "mine" as given in item (vii) of clause (j) of section 2 of the Mines Act, 1952; and hence, under sections 2(a)(i) read with section 2(1b) of the Industrial Disputes Act, 1947, the Central Government is the appropriate Government to refer the present dispute to this Tribunal. The objection raised by the management on this score is, therefore, rejected as meritless.

5. Five witnesses have been examined on behalf of the concerned workmen and one witness has been examined on behalf of the management. Some documents have also been exhibited on either side.

6. Before discussing the oral evidence adduced in this case, I would like to dispose of the documentary evidence adduced by the parties.

7. Ext. M-3 is a letter dated 10-5-74 issued by the General Manager to Motilal (concerned workman named at Sl. No. 2 of Annexure 'A' of the Schedule to the order of reference), in which he was designated as moulding contractor, informing him that the management was pleased to accept his quotation dated 'ml' and to give the contract for casting moulding on the terms and conditions mentioned therein. The terms and conditions were that the contract shall be in force from 1-5-74 to 30-6-74 for 60 days. The labourers engaged by him in connection with the contract work shall be paid in accordance with statute in force from time to time and the company shall have no liability towards his workers under Workmen Compensation Act, Provident Fund Act or any other law/rules whatsoever. No accommodation shall be provided by the management for him or his workers. On completion of the contract he will remove all his employees and the company will have absolutely no liability to absorb them in any capacity whatsoever. On completion of the contract he will have to remove all his establishments, temporary structures, if any, and the tools and plants required and supplied by him. Should he fail to make payments to his workers, the company reserves the right to make payment on his behalf and to deduct the same from his bill in full. He will be provided with raw materials, moulding sand, silicate, soft stone powder, graphite powder and other mould materials as well as finished patterns etc. Moulding tools, other than tools, required in connection with melting furnace will be provided by him. The rates of moulding work shall be as follows :

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| (i) C.I. Rough Casting as friction rollers, Bevel pulleys, stowing pipes, barrel pulleys and pulley brackets etc. | @ 30 N.P./kg. |
| (ii) Machinable casting | @ 40 N.P./kg. |
| (iii) Special Casting C.I. Super pinions, drums, head Super pinions, drums, head gear pulleys etc. | Rs. 55 per ft. of diameter. |
| (iv) C.I. and C.M. Impellers | Rs. 60.00 each |
| (v) C.M. and Brass Casting | Rs. 1.00 per Kg. |

Above rates shall include all the labour rates, supervision etc. required for operating cupolas and moulding shop and handling of raw materials for casting of finished products till the finished goods are taken charge. Income tax shall be deducted from his bills at the rate of 2%. The moulding shop and cupolas etc. shall be duly taken care of and any damage to property of the company shall be made good from his bills. The contract can be terminated at any time on giving one week's clear notice by the management. The

management shall not be responsible for any loss due to circumstance beyond its control. The bills shall be payable after 15 days after their presentation. Ext. M-2 is another similar letter dated 27-11-74 issued by the General Manager to Motilal in which the period of contract of casting in moulding was from 2-12-74 to 28-1-75. There is no other similar letter on the record giving any such further contract of casting moulding to Motilal after 28-1-75. Ext. M-13 is the Store Issue Register of the company showing issue of pig iron and hard coke to Motilal between 24-9-74 and 1-1-75 for casting. The above exhibited documents therefore, show that Motilal worked as contractor for casting moulding at Ekra Workshop on the terms and conditions mentioned above once for a period of 60 days from 1-5-74 to 30-6-74 and again for about 58 days from 2-12-74 to 28-1-75; and there is no other document on the record to show that he worked for any other period. It is also the case of the concerned workmen that they were not given any work from 29-1-75. This supports the management's case that the jobs of moulding were required temporarily in the year 1974 at intervals to meet the temporary needs in view of various new plants set up in the mines after nationalisation and amalgamation of the adjoining collieries and the case of the concerned workmen that they had worked in casting molding jobs in Ekra Engineering Workshop continuously right from 1973 is simply a myth.

8. Exts. M-4, M-5 and M-6 are similar letters dated 12-5-75, 15-2-75 and 3-9-74 issued to some other moulding contractors named Shivdayal Gupta, Ram Kailash and Ramesh Prasad who are not the concerned workman, and these letters have been exhibited on behalf of the management to show that execution of casting moulding work through moulding contractors was the ordinary feature of Ekra Engineering Workshop. Exts. M-11 and M-12 are two bills dated 26-6-75 and 4-7-75 submitted to the General Manager by Shivdayal Gupta for casting work done by him under which he received payments of Rs. 1481.52 and Rs. 1274.92 respectively after his bills were checked and passed for those amounts. These bills have been exhibited by the management to show that the moulding contractors used to submit their bills for the casting work done by them and the management used to make payments to those contractors after checking those bills according to the settled rates and the management had nothing to do with the contractors' worker whom the contractors used to employ in the casting and moulding work.

9. Since the period of the previous contract of Motilal under the letter dated 27-11-74 (Ext. M-2) was going to expire on 28-1-75, he, designating himself as a contractor, made an application dated 27-1-75 (Ext. M-7) to the Engineer, Ekra Engineering Workshop, stating that he was an old contractor of Ekra Workshop and he was submitting his actual rates as given below for kind consideration for being future contract :

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| “(a) C.I. Rough casting as friction roller Bevel Pulleys, stowing pipes, barrel pulleys and pulley brackets etc. | 0.30 N.P. per Kg. |
| (b) Machinable casting | 0.40 N.P. per Kg. |
| (c) Special casting C.I. spur pinions, drums, headgear pulleys etc. | @ 55.00 per ft. of diameter. |
| (d) C.I. and C.M. Impellers | @ 60.00 each. |
| (e) G.M. and Brass casting | Rs. 1.00 per kg. |

In his said application he further undertook that he would follow whatever the rules and regulations were there and also submitted that payments may be made to him in cash only upto 2400. The aforesaid quotations of rates were given by him in his said application by way of tender. Exts. M-8, M-9 and M-15 are similar tenders dated 27-1-75, 27-1-75 and 20-1-75 submitted respectively by other foundry contractors named Gouri Shankar Routh, Ram Kailash and Deoki Prasad Mistry. Ext. M-10 is a comparative statement prepared by the management of the different rates received from the contractors Motilal, Gouri Shankar Routh, Deoki Prasad and Ram Kailash with an order of the General Manager accepting the lowest tender submitted by Ram Kailash. Thus, Motilal (the concerned workman at Sl. No. 2 of Annexure 'A' of the Schedule to the order of reference) was given no further contract of casting moulding after 28-1-75. Thereafter neither Motilal nor any of the other concerned workmen appear to have taken any further step in the matter for about four years till the beginning of 1979.

10. It is the admitted case of the parties that in the meantime a similar dispute for departmentalisation of some other workmen of the contractors were raised by another union, namely, the Rashtriya Colliery Mazdoor Sangh, and, on the failure of the conciliation proceeding the dispute was referred by the Central Government to this Tribunal which was registered as Ref. No. 3/77 and Ext. W-24 is the award dated 7-2-1979 passed by this Tribunal in the said reference on the basis of a settlement arrived at between those another set of 31 workmen and the management by which the management agreed to take them in its employment after determining their suitability after they had undergone trade test.

11. It was only after the passing of the said award dated 7-2-1979 (Ext. W-24) by this Tribunal in the said reference No. 3/77 on the basis of a settlement arrived at between the management and another set of 31 workmen of the contractors, whose cause was sponsored by another union, namely, Rashtriya Colliery Mazdoor Sangh that out of the present set of 46 concerned workmen in this reference only 15, namely, those named at Serial Nos. 1, 3, 4, 5, 7, 9, 12, 14, 15, 17, 19, 20, 26, 27 and 34 of Annexure 'A' of the Schedule to the order of reference, made an application dated 24-2-79 (Ext. M-16) to the General Manager with a copy to the Secretary, Janta Mazdoor Sangh, stating that in the moulding section of Ekra Engineering Workshop they had worked under the contractor Motilal (one of the concerned workmen named at Serial No. 2 of Annexure 'A' of the Schedule to the order of reference) for about 3 months in the past, but they had learnt from some reliable source that workers of another contractor named Shiv Dayal Gupta who had worked as a contractor only for a short period of six weeks were being interviewed for departmentalisation. They had, therefore, prayed to the General Manager that the workers of the contractor Shiv Dayal Gupta should be departmentalised only after they had been departmentalised. It may be mentioned here that this Shiv Dayal Gupta, contractor, is the same Shiv Dayal Gupta in whose favour the letter dated 12-5-75 (Ext. M-4) was issued by the General Manager granting him contract work for casting moulding from 12-5-75 to 11-7-75 and whose bills dated 26-6-75 and 4-7-75 (Exts. M-11 and M-12) had been passed for payment after their checking according to the settled rates. The said application dated 24-2-79 (Ext. M-16) of the aforesaid 15 concerned workmen show firstly, that they had worked under the contractor Motilal prior to 28-1-79 only for a short period of 3 months, and, secondly, that the remaining 31 concerned workmen out of the 46 concerned workmen had not at all raised any such dispute with the management for their departmentalisation. This lends support to the management's case that in Annexure A of the Schedule to the order of reference a large number of persons have been included who are in search of employment and who wish to enter into the services of the company through the back door methods with the help and assistance of the sponsoring union under some pretext.

12. Ext. M-17 is a letter dated 10-3-79 of the Personnel Manager to the Executive Engineer, Ekra Engineering Workshop forwarding the aforesaid petition dated 24-2-79 (Ext. M-16) of the aforesaid 15 concerned workmen for his information and comments. Ext. M-14 is the reply dated 13-3-79 of the Executive Engineer to the General Manager to the aforesaid letter dated 10-3-79 (Ext. M-17) stating that since the matter was already under discussion it was beyond his capacity, without any document or proceeding, to interview those 15 concerned workmen, who claimed themselves to be the ex-workers of the contractor Motilal.

13. Ext. W-18 is a note of discussion held with Janta Mazdoor Sangh at General Manager (Personnel's) level on 11-6-79 which shows that at the said discussion one of the points raised by the Janta Mazdoor Sangh was that discrimination had been made in the departmentalisation of moulding contractors' workers at Ekra Engineering Works which should be examined and actual workers who had worked earlier be taken, on which the union was revised to discuss the issue at the Area level. Ext. M-20 the another note of such discussion held on 1-8-79 between the representatives of Janta Mazdoor Sangh at Director (Personnel's) level from which it would appear that it was alleged by the representatives of Janta Mazdoor Sangh that in 1974 30 retrenched workmen were taken back in employment and they further pointed out that 31 retrenched employees of Ekra Engineering Works were called for interview on 18/19 2 1976 and all of them were interviewed but only one viz. Noor Moham-

mad Ansari, Secretary, INIUC was selected for employment and the cases of the rest were ignored and as such the matter should be enquired into. Thereupon it was decided that the whole matter will be enquired into and the same will be placed before the Director (Personnel) for the needful. Ext. W-19 is another note of discussion held on 15-9-79 between the representatives of Janta Mazdoor Sangh and the General Manager at the Area level in which it was stated by the representatives of the Janta Mazdoor Sangh that out of the workers previously working as moulders under contractors in Ekra Engineering Workshop 30 had been departmentalised but some had been left out who too should be departmentalised on which the reply on behalf of the management was that some of the contractors' workers had been departmentalised on receipt of orders from the Head Office in the Karmik Bhavan and the papers of the rest had also been sent to Karmik Bhavan, and, therefore, the Janta Mazdoor Sangh may contact Karmik Bhavan in this regard. Thereafter the Dy. Personnel Manager (IR) wrote a letter dated 17-4-80 (Ext. W-1) to the Secretary, Janta Mazdoor Sangh, in reply to the latter's letter dated 21/23-3 80, stating that he had requested to include the cases of Shamlal and 45 others of Ekra Engineering Workshop for discussion with the Director (Personnel) but he had not furnished a complete list of the 45 workmen and also the periods during which they had worked at Ekra Workshop, which should be furnished by him as those details would be helpful to find out the facts for useful discuss on before the Director (Personnel). Ext. W-21 is another notes of discussion held on 25-4-80 with Janta Mazdoor Sangh at Director (Personnel's) level from which it would appear that one of the points for discussion was the demand of Janta Mazdoor Sangh for provision of work to Shamlal Gupta (one of the concerned workmen named at Sl. No. 1 of Annexure 'A' of the Schedule to the order of reference) and 45 other moulders of Ekra Engineering Workshop who had been doing moulding job at Ekra Engineering Workshop under contractor, on the ground that some such other contractors' workers had already been regularised in the past at the instance of Rashtriya Colliery Mazdoor Sangh. The decision noted against the said demand is that the management wanted time to examine the issue thoroughly as no reference in respect of those workers were available with the management and also to check up on what basis the other workers were regularised as per settlement with the Rashtriya Colliery Mazdoor Sangh. Ext. W-23 is another notes of discussion held with the representatives of Janta Mazdoor Sangh at General Manager (Personnel's) level on 6-12-80 from which it would appear that the aforesaid demand of the Janta Mazdoor Sangh for provision of work to Shamlal Gupta and 45 other moulders of Ekra Engineering Workshop was again raised on which the decision taken was that the conciliation had ended in failure and subsequently the case had been referred to this Tribunal and the case was examined in details at the Head Quarters and there was no merit in the case. It was, however, decided that those who have got experience of moulder/welder should put an application to the Personnel Manager (R) for allowing them to appear in the trade test latest by 30-12-1980.

14. Thereafter the Personnel Manager (R) wrote a letter dated 10-3-81 (Ext. W-2) to the office Secretary, Janta Mazdoor Sangh, enclosing therewith 15 interview letters dated 10-3-81 (Exts. W-3 to W-17) for the interview of Shamlal Gupta (one of the concerned workmen at Serial No. 1 of Annexure 'A' of the Schedule to the order of reference) and 14 others named at Sl. Nos. 3 to 16 of the said Annexure 'A' on different dates at the company's Sindih Workshop, Govindpur Area requesting him to arrange for delivery of the interview letters to the concerned candidates so that they could appear for interview/trade test on the dates mentioned in the interview letters. Those 15 concerned workmen, however, do not appear to have appeared at any such interview/trade test in response to the 15 interview letters issued to them.

15. After having thus discussed the documentary evidence adduced by the parties, I will next turn to the oral evidence adduced by them.

16. Dwarika Prasad (WW-2) is working as moulder in Ekra Engineering Workshop since before its take over by the company. He has deposed that he knows all the 46 concerned workmen and some of them were working in the Workshop as skilled personnel, some were working as semi-skilled personnel and some as unskilled personnel and they were being paid their wages through a contractor. According

to him, all these 46 workmen started working in the workshop in 1973 and they continuously worked till 28-1-75 when their services were dispensed with after they had demanded higher rates of wages under the National Coal Wage Agreement No. 1 which came into force with effect from 1-1-1975. In his cross-examination, he has stated that since he has been working as a regular employee of the company he has been given identity card and payments are being made to him on salary sheets and he is also contributing towards provident fund and is also getting bonus from time to time for which bonus card has been issued to him, but the 46 concerned workmen have neither got identity cards nor bonus cards nor do they contribute towards provident. It is also his evidence that the workshop has a cupola in which moulding is done and in a month about 8 to 9 tonnes of pig iron is used for moulding purpose and about 5 to 6 moulders are required for this cupola which is charged at an interval of 15 days and after pig iron is melted the liquid iron is put into moulds. He has further stated that contractors who were making payments to the concerned workmen are Motilal, Shamlal and another whose name he does not know and who were working one after another but he cannot say for what period each of these three contractors was doing contract work in the workshop. He has subsequently stated that Motilal alone was paying the concerned workmen from the beginning to the end. It is also his evidence that work orders used to be issued in favour of the contractors and the contractors used to be paid according to the bills submitted by them and out of the money paid to the contractors under the bills they were making payments to the concerned workmen and the contractors were maintaining accounts of work and of all materials entrusted to them and the contractor who was paying the concerned workmen was maintaining accounts of payments to the workmen. According to him, the persons named at Sl. Nos. 1 to 3 of Annexure 'A' of the Schedule to the order of reference are the contractors, namely, Shamlal Gupta, Motilal and Rajendra Prasad Gupta. This witness Dyanika Prasad (WW-2) is obviously an interested witness as he is the father of one of the concerned workmen Sukdeo Prasad (WW-5) whose name appears at Serial No. 8 of Annexure 'A' of the Schedule to the order of reference.

17. Motilal (WW-3) is one of the concerned workmen whose name appears at Serial No. 2 of Annexure 'A' of the Schedule to the order of reference. He has deposed that besides doing moulding work he was doing other types of work in Ekra Engineering Workshop as a daily labourer and sometime he was himself doing the work and sometime he was supervising the work of others and he knows the 46 concerned workmen who were working in the workshop from 1973 upto 31-1-75 and he was maintaining the daily attendance register of those workmen who used to be paid weekly but these workmen were not paid their wages under regular pay-sheets in which other workers of the company used to be paid and a separate accounts used to be maintained for these workers by him and he used to submit the same to the management and he was paying to these workers as per separate accounts maintained for them because the management did not want to pay them bonus, overtime allowance and other benefits. He has denied that he was a contractor under the management. According to him, he never offered security to the management nor any tender of his was accepted by the management nor he was a licensed contractor. He has further deposed that in the workshop there are 2 cupolas and out of the 46 workers who were working under him, 8 were moulders, 8 were helpers, 6 were screening sand, 2 were mazdoors helping the mistries who were doing moulding work 4 were cleaning and repairing the cupolas machines, 8 were mazdoors employed in carrying materials, such as, coal and stone, 7 to 8 were doing cleaning work of the articles moulded and the rest were doing miscellaneous jobs. He has next stated that during 1973 and 1974 each of these workmen worked for more than 240 days and the attendance register which he was maintaining had been submitted to the management and he does not remember the entries in the attendance register and he cannot pay without reference to the attendance register which worker worked for how many days during the years 1973 and 1974 and the calculations which he has given about number of days each workmen worked is only by guess. In his cross-examination he has admitted that whenever he was supervising the work of these 46 workmen he was getting work orders and none of the 46 workmen were given either identity card or any bonus card by the

company and none of them was member of the provident fund. He does not know if a contractor engaging more than 20 workmen has got to obtain licence. It is, however, his further evidence that whenever any moulding work was entrusted to him, material for the work used to be issued in his favour by the company in a register and he was submitting accounts of moulding work done by him to the company and he used to submit bills for the work done by him and he has been paid all his dues and he was paying the workers out of the money he was receiving from the company under bills and he used to get approximately Rs. 60,000 per month under his bills and in 1973 he submitted three bills of Rs. 6,000 each and in 1974 he submitted only one monthly bill for Rs. 6,000 or Rs. 6,500. It is next his evidence that before he worked in Ekra Engineering he had worked in Loyabod and Bansjora workshops as moulder before 1971, and between 1971 and 1973 he worked as moulding contractor at Jharia, Dhanbad and other places and since he is a contractor for doing moulded work he gets engagement as such at different places.

18. Shamlal Gupta (WW-4) is one of the concerned workmen named at Serial No. 1 of Annexure 'A' of the Schedule to the order of reference. He has deposed that he used to work in Ekra Engineering Workshop as moulder and he was not a contractor in the said workshop and he neither submitted any tender to the company nor his tender was ever accepted by the company nor the management ever appointed him as a contractor. It is next his evidence that he knows the 46 concerned workmen who were all appointed by the management at one time on 1-1-73 and they all worked till 28-2-75 and the materials for doing work were supplied to them by Sri Choudhury, the Engineer of the management, and the working tools were also supplied to them by the said Engineer and they used to be paid weekly by the management of the company. Subsequently, however, he has contradicted himself by stating that total weekly emoluments of the concerned workmen used to be given every week by the management to Motilal for distribution amongst the concerned workmen and this was the system in the year 1973, but in the years 1974 and 1975 weekly payments used to be made to them directly by Sri Choudhury, Engineer of the company. Here again he has directly contradicted Motilal (WW-3) whose evidence is that he was maintaining separate accounts for these workers and he was paying these workers every week out of the money which he used to receive from the company under bills submitted by him to the management for the work done by him. He has further stated that the attendance register of the workmen used to be maintained by Sri Choudhury, Engineer, in his own handwriting, in the year 1973 as well as in the years 1974 and 1975. Here again he has contradicted Motilal (WW-3) who has deposed that it was he who was maintaining the attendance register of the workmen. He has next deposed that he and the other concerned workmen were also appointed by Sri Choudhury, Engineer, but they received no appointment letters. This is clearly an after thought as there is no such case in the workmen's written statement or their rejoinder or supplementary written statement. It is also his evidence that every year the attendance of the concerned workmen used to be more than 240 days.

19. Sukdeo Prasad (WW-5) is also one of the concerned workmen named at Serial No. 8 of Annexure 'A' of the Schedule to the order of reference. He has deposed that all the 46 concerned workmen, who were all appointed on 1-1-73 by Sri Choudhury, Engineer, used to work in Ekra Engineering Workshop and they all worked till 28-1-75 when they were retrenched by Sri Choudhury, but they were not given any retrenchment notice or retrenchment compensation. He has further deposed that in 1973 the workmen used to get payment of wages from the management through Motilal and in the years 1973, 1974 and 1975 their daily attendance used to be noted by the attendance clerk Sirbratan Singh who was employee of the company. He has thus contradicted not only Motilal (WW-3) who has deposed that it was he who used to maintain the attendance register of the workmen, but he has also contradicted Shamlal Gupta (WW-4) who has deposed that the attendance register used to be maintained by Sri Choudhury, Engineer, in his own handwriting.

20. Sri C. D. Choudhury (MW-1) worked in Ekra Engineering Workshop from 1-1-74 to 17-1-79 as an Engineer. He has deposed that on 1-1-74 when he had joined

Ekra Engineering Workshop it was not in working condition as it formerly belonged to a private owner and before its vesting in the company it was a closed workshop, and, after he joined it on 1-1-74 he, with the permission of the General Manager of the Alca, took some workmen from other collieries got its premises cleaned and 17 employees of its erstwhile owner were also recruited as its employees by the management of the company in January 1974 after he had joined there and thereafter its old machines were cleaned and repaired and electric connections were obtained and by February 1974 its machineries were put in running condition so far as its machine-shop was concerned and its other sections were not put in working condition by February 1974. This falsifies the case of the concerned workmen which they subsequently developed in their additional written statement that they had been in continuous employment of Ekra Engineering Workshop from the year 1973 till they were stopped from doing work after 28-1-75. He has further deposed that in Ekra Engineering Workshop there were 2 cupolas and out of them only one could be repaired and put in working condition but the other cupola could not be repaired or put into operation during his entire period of working in Ekra Engineering Workshop. It is next his evidence that cupola is meant for melting pig iron and for pouring melted pig iron in different moulds to prepare different machinery parts and other articles used in coal mine and for this work the management engaged contractors and it was not directly done by the employees of Ekra Engineering Workshop and in 1974 and 1975 the management had engaged Motilal, Sibdayal, Ramesh Prasad and Ram Kaifash for doing this work and Shamal was another contractor engaged by the management, and, as per requirement, the management used to engage one of the above named contractors at a time to do the aforesaid job, if and when required, and all the contractors were not engaged at time for the work of contractor was a continuous one, and all the workmen who were employed in doing the jobs connected with cupolas were the contractors' workmen and they were not employees of Ekra Engineering Workshop and in view of the intermittent type of working of the cupolas no workman was required to work there continuously for 240 days in a year. It is further his evidence that whenever any contractor was engaged for doing any job of the aforesaid nature, the management used to issue work orders to him mentioning the work that was to be done by him and the rates at which he was to be paid by the management. It is next his evidence that after the completion of the work according to the work order the contractor used to submit bills for payment. The documentary evidence which I have already discussed above fully support his aforesaid evidence. He has also stated that their attendance also used to be marked by the contractor and not by the management, and the wagesheets in respect of the contractor's workers were also being maintained by the contractors themselves and not by the management and the management used to make payments to the contractors against the bills submitted by them and the contractors used to make payments to the workmen engaged by them. This is also the evidence of Motilal (WW-3). It is further his evidence that the management was not supervising the work of contractor relating to the working of the cupolas and the contractors themselves used to supervise their work and the management was neither taking any disciplinary action against the contractors' workers nor it was controlling their work and after supply of the raw material to the contractor for feeding the cupola the management used to examine only the finished products coming out of the mould and in between the same the management did not examine or supervise the work of the contractor. It is also his evidence that Ekra Engineering Workshop has got a boundary wall and a gate and security personnels used to remain posted at the gate and the cupola as well as the store from which the raw materials used to be supplied for feeding the cupolas are within the said compound wall and the permanent employees of the Ekra Engineering works were issued identity cards to enable them to enter into the premises of the workshop from outside the gate, but, so far as the contractors' workers were concerned, the contractors used to supply their names on a slip signed by them and thereafter he used to countersign it and then only the contractors' workers were allowed to enter into the premises of the workshop after showing the said slip at the gate and after being identified by the contractor concerned and those slips were used by the contractors as permits for allowing their workers to

enter into the premises of the workshop and the contractor used to employ at a time about 15 to 16 workers and not more and the contractors engaged some old workers as well as some new workers from time to time as convenient to them. It is next his evidence that out of the 46 concerned workmen in this case he knows Shamal Gupta and Motilal who had worked as contractors, but he does not know the rest nor can he say whether they ever worked in Ekra Engineering Workshop or not, but they did not represent during his tenure of service at Ekra Engineering Workshop to give them permanent employment in the workshop. He has, however, stated that attendance register and the wagesheets which the contractors used to maintain in respect of the workers working under them or the identity slips in respect of the workers were registers and papers of the contractors and the same remained with them after the contract system was abolished and the contractor never submitted the same to the management. In his cross-examination he has stated that if the finished product was not according to specification or if there was any crack or blow hole or any such defect in the finished products, he used to reject them to be re-moulded after fresh melting. He has also stated that he does not know if the management of Ekra Engineering Workshop or the company ever obtained any registration certificate under the Contract Labour (of contractors in Abolition) Act, 1971 for engagement of contractors in Ekra Engineering Workshop, but the contractors of Ekra Engineering Workshop had not taken any license under the said Act to work as contractors as the number of workmen employed by each of the contractor was less than 20. He has also stated that Motilal and Shamal, two of the concerned workmen, were contractors as well as expert moulders who themselves also used to work and guide the workmen working under them in the process of moulding.

21. After having thus discussed the oral and documentary evidence adduced by parties, I will now turn to certain decisions cited in this case. Shri D. L. Sengupta, Senior Advocate, Supreme Court, appearing for the workmen, has cited five cases on the point of tests to be applied for determining whether relationship of employer and employee or master and servant existed between the parties. The cases cited by him are Dharangadhra Chemical Works Ltd. Vs. State of Saurashtra and others (1957 (I) L.J. 477); Birbichand Sharma Vs. First Civil Judge, Namur, and others (1961 (II) L.J. 86); D. C. Dewan Mohindeen Sahib & Sons and another Vs. United Bidi Workers Union, Salem, and another 1964 (II) L.J. 633; Chandrabali Vs. Tata Iron and Steel Company Ltd. (Chief Mining Engineer) and others (1965 (II) L.J. 214) and Hussainbhai Vs. The Alath Factory Terzhilali Union and others (1978 Lab. I. C. 1264).

22. In the case of Dharangadhra Chemical Works Ltd. Vs. State of Saurashtra and others (supra) it was held that the question whether a person was a workman depended on whether he had been employed by the employer and the relationship of employer and employee or master and servant subsisted between them. It was well-settled that a prima facie test of such relationship was the existence of the right in the employer not merely to direct what work was to be done but also to control the manner in which it was to be done, the nature or extent of such control varying in different industries and being by its very nature incapable of being precisely defined. The correct approach therefore was to consider whether, having regard to the nature of the work, there was due control and supervision by the employer. It was further held that the question whether the relation between the parties was one as between an employer and employee or master and servant was a pure question of fact, depending upon the circumstances of each case. In that case, the dispute was whether certain agaris who were a class of professional labourers were workmen or independent contractors. The facts found in that case were that the agaris worked themselves with members of their families and were free to engage extra labour on their own account. No hours of work were prescribed, No muster-rolls were maintained; nor were working hours controlled by the master. There were no rules as regards leave or holidays and the agaris were free to go out of the factory after making arrangements for the manufacture of salt. Even so though certain features which were usually to be found in a contract of service were absent, the tribunal held that on the whole the status of agaris was that of workmen and not that of independent contractors, particularly as

supervision and control was exercised by the master extending to all stages of manufacture from beginning to end. The Supreme Court upheld the view of the Tribunal on a review of the facts found in that case.

23 The case of *Birdhichand Sharma Vs First Civil Judge, Nagpur and others* (supra) was a case of bidi manufacture. The facts found were that the workmen who rolled the bidis had to work at the factory and were not at liberty to work at their houses, their attendance was noted in the factory and they had to work within the factory hours, though they were not bound to work for the entire period and could come and go away when they liked, but if they came after midday they were not supplied with tobacco and thus not allowed to work even though the factory closed at 7 p.m. Further they could be removed from service if absent for eight days. Payment was made on piece rates according to the amount of work done, and the bidis which did not come up to the proper standard could be rejected. On these facts it was held that the workers were workmen under the Factories Act and were not independent contractors. The Supreme Court pointed out that the nature and extent of control varied in different industries and could not by its very nature be precisely defined. When the operation was of a simple nature and did not require supervision all the time, control could be exercised at the end of the day by the method of rejecting bidis which did not come up to proper standard. Such supervision by the employer was sufficient to make the workers employees of the employer and not independent contractors. The nature of the control required to make a person a servant of the master would depend upon the facts of each case.

24 In the case of *D. C. Dewan Mohideen Sahib and Sons and another Vs United Bidi Workers' Union, Salem*, and another (supra), the appellants in the two appeals by special leave before the Supreme Court were proprietor of two bidi concerns. A reference was made by the Government of Madras of dispute between the appellants and their workmen with respect to three matters. In the appeals before the Supreme Court, however, the Supreme Court was concerned with only one matter, namely, whether reduction of 2 annas in the wages of workers employed under the agents of the appellants was justified and to what relief the workers were entitled. The contention of the appellants before the Tribunal was that the workers in question were not their workmen and therefore there being no relation of employer and employee between them and the workmen, the reference itself was incompetent and there could be no industrial dispute between them and the workmen concerned, their case being that the workmen concerned were the workmen of independent contractors. It was found by the Tribunal on the basis of evidence led before it by both parties that the modus operandi with respect to manufacture of bidis in the appellants' concerns was that contractors took leaves and tobacco from the appellants and employed workmen for manufacturing bidis. After bidis were manufactured, the contractors took them back from the workmen and delivered them to the appellants. The workmen took the leaves home and cut them there, however the process of actual rolling by fitting the leaves with tobacco took place in what were called contractors' factories. The contractors kept no attendance register for the workmen. There was also no condition that they should come and go at fixed hours. Nor were the workmen bound to come for work every day, sometimes the workmen informed the contractors if they wanted to be absent and sometimes they did not. The contractors however said that they could take no action if the workmen absented themselves even without leave. The payment was made to the workmen at piece rates. After the bidis were delivered to the appellants payment was made therefor. The system was that the appellants fixed the price of tobacco and leaves supplied to the contractors who took them to the places where work of rolling was done and gave them to the workmen. Next day, the manufactured bidis were taken by the contractors to the appellants who paid a certain price for the manufactured bidis after deducting therefrom the cost of the tobacco and the leaves already fixed. The balance was paid to the contractors who in their turn paid to the workmen, who rolled bidis their wages. Whatever remained after paying the workmen would be the contractors' commission for the

work done. It may also be mentioned that there were written agreements on the same pattern between the appellants and the contractors in that behalf. On these facts the appellants wanted to make out a case as if there was a sale of leaves and tobacco by the appellants to the contractors and after the bidis were rolled there was a resale of the bidis to the appellants by the contractors. The Tribunal, however, held that it was clear that there was no sale either of the raw materials or of the finished products, for, according to the management, if bidis were not rolled, raw materials had to be returned to the appellants and the contractors were forbidden from selling the raw materials to any one else. Further after the bidis were manufactured they could only be delivered to the appellants who supplied raw materials and not to anyone else. Further price of raw materials fixed by the appellants as well as the price of the finished products always remained the same and never fluctuated according to market rates. The Tribunal, therefore, concluded that there was no sale of raw materials followed by resale of the finished products and the system was evolved in order to avoid regulations under the Factories Act. The Tribunal also found that the contractors generally got only 2 annas per thousand bidis for their trouble. The Tribunal also referred to a clause in the agreement that the appellants would have no concern with the workers who rolled bidis for whom only the contractors would be responsible. But it was of the view that these provisions were deliberately put into the agreement by the appellants to escape such statutory duties and obligations as may lie on them under the Factories Act or under Madras Shops and Establishments Act. Finally, on a review of the entire evidence the Tribunal found that the system of manufacture of bidis through the so-called contractors was a mere camouflage devised by the appellants. The Tribunal also found that the contractors were indigent persons and served no particular duties and discharged no special functions. Raw materials were supplied by the appellants to be manufactured into finished product by the workmen and the contractors had no other function except to take the raw materials to the workmen and gather the manufactured material. It therefore held that the so-called contractors were not independent contractors and were mere employees or were functioning as branch managers of various factories their remuneration being dependent upon the work turned out. It therefore came to the conclusion that the bidi workers were the employees of the appellants and not of the so-called contractors who were themselves nothing more than employees or branch managers of the appellants. It finally held that reduction in the wages by 2 annas per thousand bidis was not justified and the workmen were entitled to the old rates. It therefore ordered the reduction in wages to be restored.

Thereupon the appellants filed two writ petitions in the High Court their contention being that the Tribunal was wrong in holding that the contractors and the workmen employed by the contractors were the workmen of the appellants. The learned single Judge on a review of the terms of the contract and the evidence on record held that neither the bidi roller nor the intermediary was an employee of the appellants and in consequence, there could be no industrial dispute within the meaning of section 2(3) of the Industrial Disputes Act 1947 between the appellants and the bidi-rollers. The petitions were therefore allowed and the award of the Tribunal was set aside.

Thereupon there were two appeals by the workmen. The appeal Court, on a consideration of the terms of the contract and the findings of the Tribunal, came to the conclusion that the so-called contractors were really the agents of the appellants and that there was no utter lack of control by the appellants on the bidi workers who actually rolled the bidis. The appeals Court also found that the intermediaries were impecunious and according to the evidence could hardly afford to have factories of their own. It also found that the evidence revealed that the appellants took the real hand in settling all matters relating to the workers, and the intermediary was a mere cipher and the real control over the workers was that of the appellants. The appeal Court, therefore, held that the appellants were the real employers of the workmen and the so-called intermediaries or so-called independent contractors who were in some cases employees were no more than agents of the appellants. In

this view of the matter the appeal Court held that the conclusion reached by the Tribunal that the intermediaries were merely branch managers appointed by the management and the relationship of employer and employees subsisted between the appellants and bidi rollers was correct. The appeals were therefore allowed, and the order of the Tribunal was restored.

Thereupon the appellants had gone before the Supreme Court on certificates granted by the High Court. The Supreme Court, after considering several earlier cases on the point, including the cases of Dharangadhra Chemical Works Ltd. Vs. State of Saurashtra and others (supra) and Birdichand Sharma Vs. First Civil Judge, Nagpur and others (supra), was of the opinion that on the facts found in these cases the appeal Court was right in holding that the conclusion reached by the Tribunal that the intermediaries were merely branch managers appointed by the management and the relationship of employers and employee subsisted between the appellants and the bidi rollers was correct, and, in this view of the matter, the Supreme Court dismissed the appeals.

25. In the case of Chandrabali Vs. Tata Iron and Steel Co. Ltd., (Chief Mining Engineer) and others (supra), the petitioner Chandrabali was employed as a Machine-cut coal loader in Jamadoba colliery belonging to M/s. Tata Iron & Steel Co. Ltd. The petitioner was recruited through the agency of the Coalfield Recruiting Organisation for employment under the management of the Jamadoba colliery as a Machine-cut coal loader. The petitioner had gone on leave on May 10, 1958 for a period of 14 days and the grant of his leave was made by the Unit Supervisor of the Coalfield Recruiting Organisation (hereinafter referred to as C.R.O.). While at home the petitioner applied for an extension of leave with medical certificate dated June 1, 1958 for a further period of three weeks. His application was received by the Unit Supervisor on 7-6-1958. The petitioner applied for a further extension of leave for two weeks with another medical certificate. Subsequently the petitioner returned for work on July 7, 1958, but he was not permitted to join. The matter of the petitioner's discharge was taken up by the Colliery Mazdoor Santh, which wrote to the Colliery Manager stating that the petitioner had been unfairly treated in violation of the Standing Orders of the Company. The matter was not amicably settled and, on the report of the Conciliation Officer, the Government of India referred the industrial dispute to the Central Govt. Industrial Tribunal, Dhanbad, under section 10 of the Industrial Disputes Act, 1947. The issues which were contained in the order of reference were (1) whether the discharge of Shri Chandrabali was justified, and (2) if not, what relief he is entitled to and with effect from which date. On May 12, 1960, the Central Government Industrial Tribunal made an award stating that the discharge of Chandrabali was justified. The petitioner thereupon obtained a rule from the High Court, Patna, calling upon the respondents to show cause why the award of the Central Government Industrial Tribunal should not be set aside by the High Court by virtue of the authority granted to it under Art. 227 of the Constitution. On behalf of the petitioner it was submitted in the first place that the Tribunal was erroneous as a matter of law in holding that the petitioner was not a 'workman' within the meaning of the Industrial Disputes Act and there was no nexus of relationship of master and servant between the petitioner and the management of the Jamadoba colliery. On behalf of the respondent company it was however, submitted that the petitioner was recruited by the C.R.O. which is under the Government of India. The function of the C.R.O. was to enlist the workmen when they report for recruitment, look to their welfare and open Safe Deposit Accounts for each individual workman at the Record Office. The practice was that the collieries which are members of the C.R.O., placed indents for a definite number of workmen with the C.R.O. and on receipt of the indents, from different collieries the specified number of workmen were recruited from the Depot at Gorakhpur. It also appeared that a bill was submitted by the C.R.O. to the colliery concerned for the amount of work performed by the workmen and the payment was made to the individual workman in the camp by the C.R.O. Group Officer. It had also been found that the workmen applied to the C.R.O. for leave and the application for leave for dealt with finally by the C.R.O. The contention of the C.R.O. before the Tribunal was that it was the employer of Chandrabali who

was recruited by it for working at the Jamadoba colliery. That was also the stand taken by the Manager of the Jamadoba colliery before the Industrial Tribunal. The argument addressed on behalf of the respondent company was that the Industrial Tribunal was right in reaching the inference that the petitioner was in the employment of the C.R.O. and not of Tata Iron and Steel Co. Ltd. In these circumstances it was observed by the High Court that it was manifest from the facts found and admitted in the case that the petitioner Chandrabali was under the dual control of the C.R.O. and Tata Iron & Steel Co. Ltd. in the matter of his employment and the High Court held that there was an implied contract of service between the petitioner Chandrabali and the management of Jamadoba colliery and the petitioner was a workman within the meaning of the Industrial Disputes Act and finding of the Central Govt. Industrial Tribunal on this point was erroneous as a matter of law, and, therefore, it followed that the Standing Orders of M/s. Tata Iron and Steel Co. Ltd. were applicable to the case of the petitioner and under para 20 of the Standing Orders the petitioner could not be removed from his job unless he was informed in writing of the alleged misconduct and was given an opportunity against the circumstances alleged against him.

26. In the case of Hussainbhai Vs. The Alath Factory Thezhilali Union and others (supra) the petitioner before the Supreme Court in the special leave petition was a factory owner manufacturing ropes. A number of workmen were engaged to make ropes from within the factory, but these workmen, according to the petitioner, were hired by contractors who had executed two agreements with the petitioner to get such work done. Therefore, the petitioner contended that the workmen were not his workmen but the contractors' workmen. The Industrial Award, made on a reference by the State Government, was attacked on this ground. The learned Single Judge of the High Court of Kerala, in an elaborate judgement, held that the petitioner was the employer and the members of the respondent union were the employees under the petitioner. A division Bench upheld the stand and the petitioner had sought special leave from the Supreme Court. It was not in dispute that 29 workmen were denied employment which led to the reference. It was also not in dispute that the work done by these workmen was an integral part of the industrial concerned; that the factory premises belonged to the management; that the equipment used also belonged to the management and that finished product was taken by the management for its own trade. The workmen were broadly under the control of the management and defective articles were directed to be rectified by the management. In these circumstances, while confirming the decision of the courts below and refusing leave, the Supreme Court, while answering the question as to who is an employee in labour law, indicated, with brevity, the following true test —

"Where a worker or group of workers labours to produce goods or services and these goods or services are for the business of another, that other is, in fact the employer. He has economic control over the workers' subsistence, skill and continued employment. If he for any reason, chokes off, the worker is, virtually laid off. The presence of intermediate contractors with whom alone the workers have immediate or direct relationship ex-Contractu is of no consequence when, on lifting the veil or looking at the prospectus of factors governing employment, we discern the naked truth though draped in different, perfect paper arrangement that the real employer is the Management, not the immediate contractor. Merid devices hidden in fold after fold of legal form depending on the degree of concealment needed, the true of industry, the local conditions and the like may be resorted to when the labour legislation casts welfare obligations on the real employer, based on Articles 38, 39, 42, 43 and 43-A of the Constitution. The Court must be astute to avoid the mischief and achieve the purpose of the law and not be misled by the maya of legal appearances.

If the livelihood of the workmen substantially depends on labour rendered to produce goods and services for the benefit and satisfaction of an enterprise, the absence of direct relationship or the presence of dubious intermediaries or the make-believe trap-

pings of detachment from the Management cannot snap the real life bond. The story may vary but the inference defies ingenuity. The liability cannot be shaken off.

Of course, if there is total dissociation in fact between the disowning management and the aggrieved workmen, the employment is, in substance and in real-life terms, by another. The Management's adventitious connections cannot ripen into real employment."

27. It would, thus, appear that, and as has also been observed by the Supreme Court in the cases of Dharangadhia Chemical Works Ltd. Vs. State of Saurashtra and others (supra) and Birdhichand Sharma Vs. First Civil Judge, Nagpur, and others (supra), the question whether the relation between the parties was one as between employer and employee or master and servant is a pure question of fact depending upon the facts and circumstances of each case and no general proposition could be laid down which would apply to all cases. The salient features of the instant case which have been brought out in evidence are that Motilal, whose name appears at serial No. 2 of Annexure 'A' of the Schedule to the order of reference, worked as moulding contract between 1971 and 1973 at Jharia, Dhanbad and other places before he took up similar work in Ekra Engineering Workshop. Whenever there was any moulding and casting work to be done in Ekra Engineering Workshop on contract basis, the intending contractors including the above named Motilal used to submit tenders quoting their rates for moulding and casting of different items either itemwise or per kg. or per feet of casting work done. Thereafter comparative statements of the different rates received from the intending contractors used to be prepared by the management and the lowest tender used to be accepted by the management and thereafter work orders used to be given by the management to the contractor whose tender was accepted by the management for casting moulding of different items at rates accepted by the management either item wise or per Kg. or per feet of casting work done which included all labour rates, supervision etc. required for operating cupolas and moulding shop and handling of raw materials for casting of finished products till the finished goods were taken charge. Raw materials, moulding sand, silicate, soft stone powder, graphite powder and other mould materials as well as finished patterns etc. were to be supplied by the management to the contractor but moulding tools, other than tools, required in connection with melting furnace were to be provided by the contractor. The management was also not supervising the work of contractors and the contractors themselves used to supervise their work and after supplying the raw materials to the contractors for feeding the cupolas the management used to examine only the finished product coming out of the mould and in between the same the management did not examine or supervise the work of contractors. The work orders also laid down the period of contract which usually used to be for a few months only from time to time with intervals depending on the exigency of the requirements and it was not of a continuous or regular nature. The terms of the contract specifically laid down that the labourers engaged by the contractor in connection with the contract work shall be paid by him in accordance with the statutes in force from time to time and the company shall have no liability towards his workers under Workmen Compensation Act, Provident Fund Act or any other law/rules whatsoever, but in case he failed to make payments to his workers, the company reserved the right to make payments to his workers and deduct the same from his bill in full. The terms of the contract further laid down that on completion of contract the contractor will remove all his employees and the company will have absolutely no liability to absorb them in any capacity whatsoever. After completion of the work the contractors used to submit bills to the General Manager for casting work done by them and they used to receive payments after the bills were checked and passed. So far as regular employees of the Ekra Engineering Works were concerned they were issued identity cards to enable them to enter into the premises of the workshop from outside the gate, but, so far as the contractors workers were concerned, the contractor used to supply their names on a slip signed by them and thereafter Sri C. D. Choudhury (MW-1) an Engineer of the Workshop, used to countersign the slip and then only the contractors' workers were allowed to enter

into the premises of the workshop after showing he said slip at the gate and after being identified by the contractors concerned and those slips were used by the contractors as permits for allowing their workers for entering into the premises of the workshop, and the contractors engaged some old workers as well as some new workers from time to time as convenient to them and it were the contractors who used to maintain the attendance register of their workers. Out of the money received by the contractor under the bills the contractors were making payments of wages to their workmen and it were the contractors who were maintaining accounts of payments made by them to their workmen. All these facts and circumstances of the present case lead to one and only one conclusion that moulding and casting work in Ekra Engineering Workshop used to be done from time to time according to the exigency of the requirements on contract basis through contractors who in their turn used to employ their own workers and the contract system was real and not a camouflage devised by the company to make any unlawful gain or to circumvent or defeat the provisions of any statute as under the terms of the contract it was the contractor's liability to pay to his workers in accordance with the statute in force from time to time and in case of failure on the part of the contractor to make payments to his workers the company had reserved its right to make payments to his workers and deduct the same from his bill in full. The contractor's workers were, thus, really the employees of the contractor and there was no employer and employee relationship between the company and the contractor's workers. That being so, there could obviously be no industrial dispute with the company in connection with the employment or non-employment or the terms of employment or the conditions of labour of the contractor's workmen within the meaning of section 2(k) of the Industrial Disputes Act, 1947 which could be referred for adjudication by the Central Govt. under section 10 of the Act. This finding is enough to dispose of the entire reference. But since the parties have also led some evidence on section 25F and 25N of the Act, I propose to discuss the same.

28. In this connection it may be mentioned that the point regarding sections 25F and 25N of the Industrial Disputes Act, 1947, was not raised by the concerned workmen in their original written statement nor it was indicated by them in their original written statement as to for which period they had worked in Ekra Engineering Workshop or whether they had at all worked for 240 days or more in any year; and it was only in their supplementary written statement that they had for the first time come out with a case that they had worked in Ekra Engineering Workshop from the year 1973 to 28-1-75 and it was for the first time in evidence that a case was sought to be made out that during 1973 and 1974 each of the workman worked for more than 240 days so as to bring their case within the ambit of sections 25F and 25N of the Act. Not much importance can be attached to such belated stand of the concerned workmen. Moreover except the belated oral testimony of Kotilal (WW-3) and Sham Lal Gupta (WW-4), who have deposed that each of the concerned workman worked for more than 240 days in a year in 1973 and 1974, there is no other documentary evidence to support aforesaid statements, and they being themselves two of the concerned workmen at serial Nos. 2 and 1 of Annexure 'A' of the Schedule to the order of reference are highly interested witnesses on whose oral testimony much reliance cannot be placed. The attendance register of the workmen, which, according to Motilal (WW-3) himself, was being maintained by him would have shown the number of days the different workmen worked in the years 1973 and 1974 but the same has been conveniently withheld by him and a belated lame excuse for not filing the same has been given by Motilal (WW-3) that he had submitted the attendance register to the management. This belated lame excuse cannot be accepted for the obvious reason that there could have been no occasion for Motilal (WW-3) to submit to the management the attendance register of his workers which he himself was maintaining as the management was making payments to the contractors not on the basis of the attendance of the workmen employed by the contractors but itemwise or per kg. or per feet of casting work done by the contractors. Moreover, it is also the positive evidence of Sri C. D. Choudhury (MW-1), Engineer of Ekra Engineering Workshop, that attendance registers, besides wagesheets, which the contractors used to maintain in respect of the workers working under them or the identity slips in respect of their workers were the registers and papers of the contractors and the same remained with them after the contract system was abolished and the contractors never sub-

mitted the same to the management. Motilal (WW 1) also does not remember the entries in the attendance register and they cannot say without reference to the attendance register which worker worked for how many days during the years 1973 and 1974 and the calculation which he has given about the number of days such workman worked is only by guess. It is needless to say that no finding can be given on any such guess work. On the other hand, it is the definite evidence of Sri C. D. Choudhury (MW-1), an Engineer of Ekra Engineering Workshop, that the contractors used to employ at a time only 15 to 16 workers and not more, and, in view of the intermittent type of working of the cupola, no workman was required to work there continuously for 240 days in a year.

22. Then there is also another aspect of the matter. As far back as in the year 1977, another union, namely, Jantia Colliery Mazdoor Sangh had raised a similar dispute for departmentalisation of another set of 31 workmen of the contractors which was referred to this Tribunal where it was registered as Ref. No. 3/77 in which an award dated 7-2-79 (Ext. W-24) was passed by this Tribunal on the basis of a settlement arrived at between those another set of 31 workmen and the management by which the management agreed to take them in its employment after determining their suitability after they had undergone trade test. Had the 46 workmen concerned in the present reference similarly worked as those another set of 31 workmen, there was no reason why the 46 workmen concerned in the present reference would not have joined in the previous Ref. 3/77. It was only after the award dated 7-2-79 (Ext. W-24) was passed in Ref. No. 3/77 on the basis of a settlement arrived at between those another set of 31 workmen and the management by which the management had agreed to take them in its employment after determining their suitability after they had undergone trade test that out of the present set of 46 concerned workmen in this reference only 15, namely, those named at serial nos. 1, 3, 4, 5, 7, 9, 12, 14, 15, 17, 19, 20, 26, 27 and 34 of Annexure 'A' of the schedule to the order of reference made an application dated 24-2-79 (Ext. M-16) to the General Manager with a copy to the Secretary, Janta Mazdoor Sangh, stating that in the moulding section of Ekra Engineering Workshop they had worked under the contractor Motilal (one of the concerned workman named at Serial No. 2 of the Annexure 'A' of the Schedule to the order of reference who was admittedly not given any work after 28-1-1975) for about 3 months in the past, but they had learnt from some reliable source that workmen of another contractor named Shiv Dayal Gupta, who had worked as contractor only for a short period of six weeks, were being interviewed for departmentalisation; and they, therefore, prayed to the General Manager that the workmen of the contractor Shiv Dayal Gupta should be departmentalised only after they had been departmentalised. This shows that out of 46 concerned workmen in this reference only 15 had worked under the contractor Motilal and that also only for about three months prior to 28-1-1975 which also falsifies the belated statement of Motilal (WW-3) and Shamlal Gupta (WW-4) that all the 46 concerned workmen had worked for more than 240 days in a year in the years 1973 and 1974, and corroborates the statement of Sri C. D. Choudhury (MW-1), an Engineer of Ekra Engineering Workshop, that the contractors used to employ at a time only 15 to 16 workers and not more and, in view of the intermittent type of working of cupola no workman was required to work there continuously for 240 days in a year. Therefore in this case the provisions of Section 25F and 25N of the Industrial Disputes Act, 1947 are not at all attracted.

30. Lastly, it has been contended by Sri D. L. Sengupta appearing for the concerned workmen that when in a similar dispute between the management and another set of 31 workmen the management had entered into a settlement in Ref. No. 3/77 leading to the passing of an award dated 7-2-79 (Ext. W-24) on the basis of the said settlement by which the management had agreed to take them in its employment after determining their suitability after they had undergone trade test, the management should have similarly agreed to take the 46 workmen concerned in the present dispute in its employment. In this connection, it is worthwhile to mention that in the discussion held with the representative of the sponsoring union, namely, the Janta Mazdoor Sangh at General Manager (Personnel)'s level on 6-12-80 (Vide Ext. W-23), while he demand of the Janta Mazdoor Sangh for provision of work to Shamlal Gupta and 45 other moulders of

Ekra Engineering Workshop was rejected by the management on the ground that there was no merit in the case, the management had agreed that those who have got experience o moulder/welder should put an application to the Personnel Manager (R) for allowing them to appear in trade test late by 30-12-80, and thereafter the Personnel Manager (R) wrote a letter dated 10-3-81 (Ext. W-2) to the Office Secretary Janta Mazdoor Sangh enclosing therewith 15 interview letters dated 10-3-81 (Exts. W-3 to W-17) for the interview o Shamlal Gupta (one of the concerned workmen at serial no. 1 of Annexure 'A' of the schedule to the order of reference) and 14 others named at serial nos. 3 to 16 of the said Annexure 'A' on different dates at the company's Sini dihi Workshop, Govindpur Area requesting him to arrange for delivery of the interview letters to the concerned candidates so that they could appear for interview/trade test on the dates mentioned in the interview letters but those 15 concerned workmen did not avail of that opportunity to appear at such interview/trade test in response to the 15 interview letters issued to them for which they can only blame themselves.

31. In no view of the matter, therefore, the demand of the workmen of Ekra Engineering Workshop that the workmen mentioned in Annexure 'A' of the schedule to the order of reference should be departmentalised can be said to be justified, and, in that view of the matter, they are not entitled to any relief. The reference is answered and the award is made accordingly, but in the circumstance of the case there shall be no order as to cost.

MANORANJAN, PRASAD, Presiding Officer
[No. L-20012(26)/80 DIII(A)]

New Delhi, the 5th September, 1984

S.O. 3037.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal 2, Dhanbad in respect of a complaint under section 33A of the said Act filed by Shri Rikhdeo Singh, Winding Engine Driver of Tata's Malkhera Colliery, which was received by the Central Government on the 30th August, 1984.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) DHANBAD

Complaint No. 1 of 1984

In the matter of an Application under S. 33A of the I.D. Act, 1947.

Arising out of Reference No. 80 of 1982

PARTIES :

Shri Rikhdeo Singh, Winding Engine driver of Tata's Malkhera Colliery ... Complainant.

Vs.

M/s. Tata Iron and Steel Co. Ltd., At and P.O. : Jauria-doba, Dist. Dhanbad ... Opp. Party.

APPEARANCES :

On behalf of the complainant -None.

On behalf of the Opp. Party—Shri S. K. Tripathy, Personnel Officer.

Dhanbad, the 24th August, 1984

STATE : Bihar

INDUSTRY : Coal.

AWARD

This is an application filed under S. 33A of the I.D. Act, 1947 by Shri Rikhdeo Singh, Winding Engine Driver of Tata's Malkhera Colliery alleging that the opposite party-employer has been guilty of contravention of the provisions of Section 33 of the I. D. Act, 1947 It has been alleged by the complainant that an industrial dispute was raised by him in 1978, but due to the adamant attitude of the opposite party the conciliation failed. Consequently, the Government of India, Ministry of Labour referred the dispute for adjudication before this Tribunal. During the pendency of the adjudication before this Tribunal in Ref. No. 80 of 1982, the opposite-party employer, in gross violation of the provisions of the I.D. Act, 1947 terminated the services of the complainant illegally, arbitrarily and in a calculated manner.

After the receipt of the above complaint, notices were sent of the opposite party-employer for filing their written statement.

The opposite-party in their reply filed before this Tribunal stated that they have implemented the Award dated 3-2-1984 passed by this Tribunal and accordingly Shri Rikhdeo Singh, the complainant was allowed to join his duties by the company and has been paid wages for his idle period i.e. from 17-2-1984 to 12-6-84.

Today was the date fixed for hearing of the above case. Though the employer authorised representative, Shri S. K. Tripathy Personnel Officer appeared, but none appeared on behalf of the complainant.

From the records of the case it appears that the complainant is not interested in pressing the case since the opposite party-employer has implemented the award passed in his case by the Tribunal.

In view of the facts stated above, the application filed by the complainant under S 33A is disposed of as dismissed.

I. N. SINHA, Presiding Officer.

[No. L-20025(1)/84-D.III(A)]

New Delhi, the 11th September, 1984

S.O. 3038.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the industrial dispute between the employers in relation to the management of Benedih Colliery of M/s. Bharat Coking Coal Limited, Post Office Nawagarh, Distt. Dhanbad and their workmen, which was received by the Central Government on the 31st August, 1984.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 127 of 1982

In the matter of Industrial Disputes under S. 10(1)(d) of the I.D. Act, 1947

PARTIES:

Employers in relation to the management of Benedih Colliery of Messrs Bharat Coking Coal Limited, Post Office Nawagarh, District Dhanbad and their workmen.

APPEARANCES:

On behalf of the employers: Shri B. Joshi, Advocate.

On behalf of the workmen: Shri D. Mukherjee, Secretary, Bihar Colliery Kamgar Union, Jharnapara, Hirapur, Dhanbad.

STATE: Bihar.

INDUSTRY: Coal

Dhanbad, the 27th August, 1984

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication under Order No. L-20012(192)/82-D.III(A) dated the 30th October, 1982.

SCHEDULE

"Whether the demand of the workmen of Benedih Colliery of Messrs Bharat Coking Coal Limited, Post Office Nawagarh, District Dhanbad for category-IV wages to Sarvashri Ashini Ganguli No. 2, Gaju Mahato and Ganpat Rewani is justified? If so to what relief are the said workmen entitled?"

The case of the workmen is that the concerned workmen S/Shree Ashini Ganguli No. 2, Gaju Mahato and Ganpat Rewani were working as Haulage Operators since long and they were operating Haulage Engine of 75 H.P. since the time of erstwhile employer in Benedih Colliery. The said Benedih Colliery along with other coking coal mines were taken over and nationalised in 1972. The management has implemented the Wage Board Recommendations. The concerned workmen are entitled to receive Cat. IV wages as per Coal Wage Board Recommendations but the management is paying them wages of Cat. III in order to victimise them as they are members of Bihar Colliery Kamgar Union against whom the management is biased and prejudiced. S/Shri Daru Mahato and Mohi Mahato are performing the same and similar nature of job

as that of the concerned workmen and are getting Cat. IV wages but the concerned workmen have been deprived of Cat. IV wages. The concerned workmen represented before the management several times for Cat. IV wages but the management did not grant them. The Union thereafter raised an industrial dispute on behalf of the concerned workmen before the ALC(C), Dhanbad. The management attended the conciliation proceeding but due to their adamant attitude the conciliation ended in failure and a failure report was sent to the Government of India and thereafter a reference was made before this Tribunal. The defence of the management before the conciliation officer was that the concerned workmen were operating Haulage of less than 75 H.P. and as such they were entitled to the wages of Cat. III only. The union representative requested the conciliation officer to enquire the actual fact by visiting the spot in the colliery and thereafter the conciliation officer visited the colliery and verified the actual facts about the haulage on which the concerned workmen were employed. The conciliation Officer had found that the concerned workmen were working on Haulage of 75 H.P. The action of the management in denying Cat. IV wages, to the concerned workmen is unjustified, illegal arbitrary and against the provisions of the Wage Board Recommendations. The concerned workmen claim to receive Cat. IV wages with effect from 1-5-72 with all consequential benefits.

The case of the management is that the concerned workmen have been working as Haulage Khalasi on Haulage of less than 75 H.P. and accordingly they have been placed in Cat. III in accordance with the recommendations of the Coal Wage Board. As the concerned workmen did not work on Haulage of 75 H.P. or above the demand of the union for placement of the concerned workmen in Cat. IV is unreasonable. On some occasions the concerned workmen might have operated Haulage of 75 H.P. or more during leave or sick vacancies but they were permanently operating Haulage of less than 75 H.P. The Coal Wage Board recommended placement of Haulage Khalasi in Cat. III and IV depending upon the H.P. of the Engine of the Haulage and it was provided that Haulage Khalasi operating Engine of 75 H.P. and above are to be placed in Cat. IV and those Haulage Khalasi who are operating Haulage Engine of below 75 H.P. are to be placed in Cat. III. The management has installed Haulage of 75 H.P. as well as Haulage of less than 75 H.P. and as such in Benedih Colliery there are Haulage Khalasi in Cat. IV as well as in Cat. III. The management has scheme of promotion from Cat. III to Cat. IV and as such Cat. III Haulage Khalasi is given chance to work in place of Cat. IV Haulage Khalasi during the leave and sick vacancies and when a permanent post of Haulage Khalasi of Cat. IV falls vacant a Haulage Khalasi of Cat. III is placed in Cat. IV and thereafter Cat. III Haulage Khalasi is regularised in Cat. IV. The concerned workmen have to wait for sometime for being promoted to Cat. IV and they cannot demand Cat. IV wages as a matter of right. The case of S/Shri Dabru Mahato and Mohi Mahato are different from the cases of the concerned workmen as they were working as Haulage Engine of 75 H.P. since long Shri Dabru and Mohi Mahato are not performing the similar nature of job as that of the concerned workmen. The concerned workmen were entitled for Cat. III wages under the wage Board Recommendations and accordingly they are getting wages of Cat. III and they are not entitled to any relief.

The points to be determined in this reference is whether the concerned workmen are entitled for Cat. IV wages and the period from which they are entitled to the said Category.

The concerned workmen are demanding Cat. IV wages on 2 grounds. Their first ground is that they are working as Haulage Khalasi on Haulage Machine of 75 HP. and as such according to the Wage Board Recommendation they are entitled to Cat. IV wages. Their second ground is that they are performing safe and similar nature of jobs as that of Dabru Mahato and Mohi Mahato who are admittedly getting Cat. IV wages and as such they are also entitled to Cat. IV wages. The case of the management on the other hand, is that the concerned workmen are working on Haulage Machine of less than 75 H.P. and as such they have been rightly placed in Cat. III. The workmen have examined three witnesses in support of their case whereas the management has examined one witness to prove the case of the management.

It is admitted that the concerned workmen are working as Haulage Khalasi, MW-1 Shri S. Thakur is the Agent of Benedih Colliery working since August, 1981. He has stated

that one of the concerned workmen Shri Aswini Ganguli No. 2 is working in Khas Benedih Incline on Haulage of 45 H.P., the other concerned workmen Ganpat Rewani is working on 60 H.P. and that the third concerned workman Gaju Mahato was working on 50 H.P. but since May, 1983 Gaju Mahato was working in Jairamdih Incline on Haulage Engine of 75 H.P. He has stated that Dahru Mahato, Mohi Mahato and one of the concerned workmen are working in Jairamdih Incline on Haulage of 75 H.P. He has further elucidated in his evidence by stating that formerly one Shri Chhatu Rewani was working as Haulage Khalasi on 75 H.P. and on his retirement some other workmen were tried to work in his place and thereafter finally Gaju Mahato was employed from May, 1983 to work on the Haulage of 75 H.P. In his cross-examination he has stated that he cannot say since when Dahru and Mahi were working on Haulage of 75 H.P. but they were working on Haulage of 75 H.P. since before his joining in August, 1981. In his further cross-examination he has stated that he does not know if Ashini Ganguli No. 2 and Dahru had worked together in 10 K.B. Section in 1978. He has also stated that Dahru, Mahi and Gaju (one of the concerned workmen) are working on the same Haulage. He has denied that Gaju Mahato along with Dahru and Mahi Mahato is working on the same Haulage of 75 H.P. of Jairamdih since 1972. On further perusal of the evidence of MW-1 it will appear that he was unable to say in respect of the period before he joined as Agent in Benedih Colliery in August, 1981. There is no other witness who has come forward on behalf of the management to specifically deny the assertion of the concerned workmen that they were working on Haulage of 75 H.P. since long. It will also appear from the evidence of MW-1 that there is no past records to show as to which of the Haulage Khalasi are working on which of the Haulage although presently they are maintaining such records. He has stated that there is no paper to show that Gaju is not working with Dahru and Mahi since 1972. Although MW-1 has stated that since May, 1983 Gaju Mahato is working on Haulage of 75 H.P., he has stated that there is no such order to show that Gaju Mahato is working on Haulage of 75 H.P. since May, 1983. He also stated that there is no paper to show that Gaju Mahato was directed to work after retirement of Chhatu Rewani on the Haulage of 75 H.P. Thus, it appears that the management was not maintaining papers regarding the period from which any particular workman was working on a Haulage of 75 H.P. The evidence of MW-1 therefore is of negative type and he was not in a position to positively state that the concerned workman had not worked on Haulage of 75 H.P. since long.

WW-1 is Dahru Mahato who is admittedly working on Haulage of 75 H.P. getting wages of Cat. IV. The said Dahru Mahato has stated as WW-1 that he is working as Haulage Khalasi since the time of erstwhile management. His evidence further shows that Gaju Mahato works on the Haulage of 75 H.P. on which he works in other shift. He has stated that Gaju Mahato takes charges from him to work on the Haulage of 75 H.P. after the end of his shift and that Gaju Mahato does the same work which he does. According to him Aswini Ganguli No. 2 was also working on the same Haulage upto the year 1978 and was doing the job similar to his. He has stated that he is getting Cat. IV wages. In his cross-examination he has stated that before nationalisation he was working in Jairamdih section of Benedih Colliery which was nationalised in 1972 and was amalgamated to Benedih Colliery. He has stated that he was getting Cat. III wages in Jairampur Colliery and was put in Cat. IV in the year 1975 as he was working on Haulage of 75 H.P. since before the take over. He has stated that Gaju Mahato and Aswini Ganguli also used to work in Jairamdih section which had one Haulage of 75 H.P. and there was another Haulage of 35 H.P. but subsequently there was only one Haulage of 75 H.P. in Jairamdih section of Benedih Colliery. He has stated that although he was promoted to Cat. IV, he himself did not get any order of promotion from the Office. He has stated that all Haulage khalasies who are operating Haulage of 75 H.P. are getting Cat. IV wages except Gaju Mahato. He was unable to say regarding the Haulage which was being operated presently by Shri Ganpat Rewani. It is admitted by MW-1 that WW-1 Dahru Mahato is working on the Haulage of 75 H.P. on which presently Shri Gaju Mahato is also working and Dahru Mahato has stated that Gaju Mahato was working on the same Haulage since the time of the erstwhile management and MW-1 was not in a position to deny this fact. Thus the

evidence of WW-1 appears to be the evidence of a competent witness who has supported the case of Shri Aswini Ganguli No. 2 and Gaju Mahato.

WW-2 is Shri Aswini Ganguli No. 2 and WW-3 is Shri Gaju Mahato who are two of the concerned workmen. They have stated that they are working as Haulage operators since the time of the erstwhile management. WW-2 has stated that Dahru Mahato and Gaju Mahato used to work on the same haulage of Jairamdih Seam No. 7 along with him in different shifts and were doing the same type of work. He has further stated that they used to operate Haulage of 75 H.P. and that he himself worked in Jairampur seam No. 7 till the year 1973 and thereafter was transferred in 10 K.B. section of Benedih Colliery where also he used to operate Haulage of 75 H.P. regularly. WW-2 has stated that he had filed a case before the ALC(C) Dhanbad demanding Cat. IV wages in which the defence of the management was that there is no Haulage of 75 H.P. in Benedih and that the ALC(C) who was conciliating the said case had visited the colliery to verify the H. P. of the Haulage on which the concerned workmen were working. He has stated that their demand was for category IV wages from December, 1975 the period from which Dahru Mahato was getting the wages of Cat. IV. He has clearly stated that authorisation slip does not find mention of the H. P. of the Haulage on which they have to work and as such the non-production of authorisation slip by the concerned workmen has no significance. Had there been mention of the H. P. of the Haulage on which the concerned workmen were authorised to work, the management would have produced papers in support of their case. He has denied that the concerned workmen were working on Haulage of 35 H. P. WW-3 Shri Gaju Mahato has stated that Aswini Ganguli No. 2 and Dahru were working along with him in seam No. 7 of Jairampur Colliery on the same Haulage and that he is operating the same Haulage which is operated by Dahru Mahato. It will further appear from his evidence that Dahru and Mahi who were also working on the same Haulage were getting wages of Cat. IV. He has also supported the evidence of WW-2 that Aswini Ganguli No. 2 was transferred to 10 K. B. Section in 1978 and that till 1978 Aswini Ganguli No. 2 and Dahru Mahato along with him were doing the same work. It will thus appear that WW-1, WW-2 and WW-3, who have stated on oath positively that Aswini Ganguli No. 2 and Gaju Mahato were working on a Haulage of 75 H. P. since long and that although WW-1 and Mohi Mahato get Cat. IV wages, the above two concerned workmen were getting Cat. III wages although all of them were doing the similar type of job.

The management has tried to show that there is no Haulage Machine of 75 H. P. in Benedih Colliery. It appears from the evidence of WW-2 that during the conciliation proceeding the conciliation Officer had visited on the spot for verifying the Haulage Machine on which the concerned workmen were working. The record of the ALC(C) Dhanbad in connection with the conciliation Proceeding has been received from the Office of the ALC(C) Dhanbad. It will appear from the minutes of discussion dated 28-4-82 that the union asserted that Aswini Ganguli No. 2 was working at K. B. No. 10 Benedih Colliery, Gaju Mahato at 7 Seam of Jairamdih Colliery and Shri Ganpat Rewani at No. 10 Benedih Colliery and that the management stated that the H. P. of all the Haulage where the concerned workmen were working was of 60 H. P. The Union claim that each Haulage was above 75 H. P. The ALC(C), Dhanbad in his failure report dated 14-7-82 stated that he arranged to make a surprise visit on 8-4-82 for appreciating the issue relating to the actual capacity of Haulage engine and that after inspection of specification plates on the machine he found that Jairamdih section 7 has 75 H. P., K. B. Section 10 to 75 H. P. Haulage while No. 10 Benedih has a steam Haulage of 12.24 on which the concerned workmen were working. The entire report of the ALC(C) has been marked as Ext. W-2. It appears clear therefore from the report of the ALC(C) who was an independent person that the concerned workmen Shri Gaju Mahato and Aswini Ganguli No. 2 were working on Haulage of 75 H. P. in view of the fact that the Haulage found by the ALC(C) where they worked was 75 H. P. The management was always stating that the ALC(C) had inspected on the spot to verify the H. P. of

the Haulage to which MW-1 denied his ignorance. The report of the ALC(C) lends support to the evidence adduced on behalf of the workmen that Gaju Mahato and Aswini Ganguli were working on Haulage of 75 H. P. and there seems to be no reason to disbelieve either the report of ALC(C), Dhanbad or the evidence of WWs. Accordingly, I hold that the concerned workmen S/Shri Gaju Mahato and Aswini Ganguli No. 2 are working as Haulage Khalasi on Haulage of 75 H. P. since long and that they may be entitled Cat. IV wages from December, 1975 as was allowed to Dahru Mahato and Mohi Mahato who were also working on the same Haulage since long.

So far the case of Ganpat Rewani is concerned, it appears that his claim has not been established. Firstly, Ganpat Rewani has not come forward in support of his case. Secondly, none of the WWs have supported the case of Shri Ganpat Rewani. Thirdly, the report of the ALC(C) shows that No. 10 Benedih Colliery has a steam Haulage of 12.24. The union had stated before the ALC(C) Dhanbad that Shri Ganpat Rewani was working as Haulage Khalasi at No. 10 Benedih Colliery and the ALC(C) Dhanbad found that the said 10 No. Benedih Colliery had not a Haulage of 75 H. P. and as such I do not feel justified in allowing the claims of Ganpat Rewani for Cat. IV wages.

Taking the entire facts, evidence and circumstances of the case into consideration, I hold that the demand of the workmen of Benedih Colliery for Cat. IV wages to the concerned workmen S/Shri Aswini Ganguli No. 2 and Gaju Mahato is justified but the demand of the workmen for Cat. IV wages to Shri Ganpat Rewani is not justified.

I have held above that the concerned workmen S/Shri Aswini Ganguli No. 2 and Gaju Mahato who were working on Haulage of 75 H. P. since before 1975 may be entitled to Cat. IV wages as in the case of S/Shri Dahru Mahato and Mahi Mahato who were granted Cat. IV wages since December, 1975 for doing similar type of job. It has been held in SCLJ Vol. 5 P-3067 (Jhagrakhand Colliery Ltd. vrs Central Government Industrial Tribunal, Dhanbad) that no retrospective effect can be given to an Award for any period prior to the date on which the specific demand which resulted in the Industrial dispute were made. In the present case it appears that Shri Aswini Ganguli No. 2 had made a demand with the management for Cat. IV wages for the first time on 24-8-79 vide page 11 of Ext. W-2. At page-9 of Ext. W-2 there is a petition dated 24-2-80 of Shri Gaju Mahato which shows that a demand for Cat. IV wages was made by him. It will also appear that Gaju Mahato had filed 2 other petitions prior to the said date but copies of the said petitions have not been filed in this Court. In the evidence also WW-3 has not stated the date when he first made a demand for Cat. IV. However it appears that Gaju Mahato made demand even prior to 24-2-80 and having the petition of Aswini Ganguli No. 2 into consideration it may be said that these two persons had claimed Cat. IV since 24-8-79. There is no mention in the petition of Aswini Ganguli No. 2 dated 24-8-79 that he had made any other petitions for Cat. IV prior to the said date. In view of the above evidence it will appear that there is no evidence to the effect that the concerned workmen had made specified demand before the management for Cat. IV prior to 24-8-79 and as such they are entitled to Cat. IV wages since 24-8-79.

This is my Award.

I. N. SINHA, Presiding Officer
[No. I-20012(192)/82-D. III(A)]
A. V. S. SARMA, Desk Officer

नई दिल्ली, 3 सितम्बर, 1984

का० आ० 3039.—बीड़ी कर्मकार कल्याण निधि नियम, 1978 के नियम 3 के उप नियम 2 के साथ पठित बीड़ी कर्मकार कल्याण निधि अधिनियम, 1976 (1976 का 62) की धारा 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय

सरकार गुजरात राज्य के बीड़ी कामदार समिति गठित करती है, जिसमें निम्नलिखित व्यक्तियाँ शामिल होंगे, अर्थात्:—

1. अध्यक्ष, गुजरात सरकार अध्यक्ष
 2. कल्याण आयुक्त, भीलवाड़ा राजस्थान उपाध्यक्ष (पदेन)
 3. सचिव, श्रम और रोजगार विभाग, सचिवालय, गांधीनगर सदस्य (पदेन)
 4. शंकरजी कालजी ठाकर, विधान-समन्वयक, कार्लाल (नार्थ गुजरात) सदस्य
 5. श्री अमरुत भाई बालीदास पटेल, नवा लक्ष्मीपुरा, पालनपुर, जिला बी०के० नियोजकों के प्रतिनिधि
 6. श्री कनुभाई जीवनराज भाई पटेल, 889, लिब्यनी शेरी, गोमतीपुर, अहमदाबाद नियोजकों के प्रतिनिधि
 7. श्री खान दुर्गाई हजारीलाल —अध्यक्ष, बीड़ी उत्पादक सहकारी मंडली लि०, 1263/3, पिठ बाजार बरुन शेरी, सरसपुर अहमदाबाद-18 कर्मकारियों के प्रतिनिधि
 8. श्री चेलाराम खांदीदास 2 बल, अध्यक्ष, वादानगर, बीड़ी कामदार सहकारी मंडली लि०, वादानगर-484355
 9. श्रीमती इलाबैन भट्ट, 5 पंचशील सोसाइटी, उप्मानगर, अहमदाबाद महिलाओं की प्रतिनिधि
 10. कल्याण प्रशासन, भीलवाड़ा सचिव
2. केन्द्रीय सरकार उक्त नियमों के नियम 16 के अधीन भीलवाड़ा को उक्त समिति का मुख्यालय नियत करती है।

[रा० यू-19012/1/84 डब्ल्यू-II]

New Delhi, the 3rd September 1984

S.O.3039.—In exercise of the powers conferred by section 5 of the Beedi Workers Welfare Fund Act, 1976 (No. 62 of 1976) read with sub-rule (2) of rule 3 of the Beedi Workers Welfare Fund Rules, 1978, the Central Government hereby constitutes an Advisory Committee for the State of Gujarat consisting of following members, namely:—

1. Labour Minister, Government of Gujarat. Chairman
2. Welfare Commissioner, Bhilwara (Rajasthan). Vice Chairman (Ex-officio)

3. Secretary, Labour and Employment Department Sachivalaya, Gandhinagar Member (ex-officio)
4. Shri Shankerji Kalaji Thaker, M.L.A., Kalol, (Noth Gujarat). Member
5. Shri Amrutbhai Kalidas Patel, Nava Laxmipura, Palanpur, District B.K. } Representatives of Employees
6. Shri Kanubhai Jivarabhai Patel, 889, Libani Sheri, Gomatipur, Ahmedabad. }
7. Shri Khandubhai Hajarilal, Chairman, Beedi Utpadak Sahakari Mandali Limited, 1263/3, Pith Bazar, Near Vasan-Sheri Saraspur, Ahmedabad-18. } Representatives of Employees
8. Shri Chelaram Khodidas Raval, President, the Vadanagar, B edi Kamadar Sahakari Mandali Ltd., Vadanagar-484355. }
9. Smt. Ilaban Bhatt, 5 Panchshil Society, Ushamanpura, Ahmedabad. Representative of Women.
10. Welfare Administrator, Bhilwara. Secretary.

2. Under rule 16 of the said rules, the Central Government hereby fixes Bhilwara (Rajasthan) to be the headquarters of the said Committee.

[No. U-19012/1/84-W. II]

का० आ० 3040.—चूना पत्थर और डोलोमाइट खान श्रम कल्याण निधि नियम, 1973 के नियम 3 के उप नियम (1) के म. 4 पठित चूना पत्थर और डोलोमाइट खान श्रम कल्याण निधि अधिनियम, 1972 (1972 का 62) की धारा 7 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय मन्त्रालय भारत के राजपत्र के भाग II, खंड 3, उप खंड (ii) दिनांक 4 सितम्बर, 1982 के पृष्ठ 3175 पर प्रकाशित भारत सरकार, श्रम मन्त्रालय की अधिसूचना संख्या का० आ० 3121 दिनांक 21 अगस्त, 1982 से निम्नलिखित संशोधन करती है।

उक्त अधिसूचना में क्रमांक 5 (ii) के सामने की गई प्रविष्टि के स्थान पर निम्नलिखित रखा जाएगा, अर्थात्:—

“5 (ii) श्री आर० के० शर्मा,

सेक्रेटरी,

भारतीय खनिज उद्योग संघ,

301, बकशी हाउस,

40-41, नेहरू प्लेस,

नई दिल्ली-110019

[स० यू० 23018/10/80-एम./V/उत्पत्त्यू-II]

कंवर राजिन्द्र सिंह, अव्वर सचिव

S.O. 3040.—In exercise of the powers conferred by section 7 of the Lime stone and Dolomite Mines Labour Welfare Fund Act, 1972 (62 of 1972) read with sub-rule (i) of rule 3 of the Lime stone and Dolomite Mines Labour Welfare

Fund Rules, 1973, the Central Government hereby makes the following amendment in the notification number S. O. 3121 dated 21st August, 1982 of the Government of India in the Ministry of Labour, published at pages 3175 of the Gazette of India, Part II Section 3 sub-section (ii) dated 4th September, 1982.

In the said notification, for the entry against serial number 5(ii), the following shall be substituted namely:—

“5(ii) Shri R. K. Sharma,
Secretary,
Federation of Indian Mineral Industries,
301 Bakshi House,
40-41, Nehru Place,
New Delhi-110019.

[No. U-23018/10/80-M. V/W. II]

KANWAR RAJINDER SINGH, Under Secy.

नई दिल्ली, 4 सितम्बर, 1984

का. आ. 3041.—केन्द्रीय सरकार, दंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, खान सुरक्षा महानिदेशालय, निम्नलिखित अधिकारियों को, खान अधिनियम, 1952 (1952 का 35) के अधीन विचारण न्यायालयों में संस्थित मामलों और उस राज्य या संघ राज्यक्षेत्र में जिस को, पूर्वोक्त धारा के उपबंध लागू होते हैं, विधि द्वारा स्थापित पुनरीक्षण या अपील न्यायालयों में इन मामलों से उद्भूत अपीलों, पुनरीक्षण और विषयों के संचालन के लिए विशेष लोक अधियोजक नियुक्त करती है, अर्थात्:—

1. श्री हरिहर नाथ, ज्येष्ठ विधि अधिकारी।
2. श्री आर० सी० मलिक, विधि अधिकारी श्रेणी I।
3. श्री मो. मोबिन अंसारी, विधि अधिकारी, श्रेणी I।
4. श्री पी. एन. कपूर, विधि अधिकारी, श्रेणी-II।

[सं. एस. 29016/6/84-एम आई]

एन. के. नारायणन, अव्वर सचिव

New Delhi, the 4th September, 1984

S.O. 3041.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints the following officers in the Directorate General of Mines Safety, as Special Public Prosecutors for the conduct of cases instituted under the Mines Act, 1952 (35 of 1952), in trial Courts, appeals, revisions and other matters arising out of these cases in revisional or appellate Courts, established by law in any State or Union Territory to which the provisions of the aforesaid section apply:—

1. Shri Harihar Nath, Senior Law Officer.
2. Shri R. C. Mallik, Law Officer Grade I.
3. Shri Md. Mobin Ansari, Law Officer Grade I.
4. Shri P. N. Kapoor, Law Officer Grade II.

[No. S-29016/6/84-MI]

L. K. NARAYANAN, Under Secy.